

# TOWN OF HUDSON

## Board of Selectmen



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6024 · Fax: 603-598-6481

### HUDSON, NH BOARD OF SELECTMEN

June 25, 2019

7:00 p.m.

BOS Meeting Room at Town Hall

#### Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS - None
6. CONSENT ITEMS
  - A. Assessing Items
    - 1) Gravel Tax Warrant - Map 170, Lot 034 - 33 Constitution Drive, w/recommendation to grant
    - 2) Certification of Yield Taxes Assessed/Timber Warrant - Map 170, Lot 034 - 33 Constitution Drive, w/recommendation to grant
    - 3) Tax Deferral Application - Map 151, Lot 005, Sub 002 - 38B Barretts hill Road, w/recommendation to grant
    - 4) 2016 Tax Abatements - Map 100, Lot 8; Map 167, Lot 9; Map 190, Lot 192; Map 179, Lot 31; Map 107, Lot 30; Map 208, Lot 11; Map 107, Lot 3-1; Map 144, Lot 8; Map 175, Lot 153; Map 182, Lot 181; Map 162, Lot 80; Map 138, Lot 36; Map 179, Lot 11; Map 195, Lot 5; Map 175, Lot 6; Map 171, Lot 30; Map 171, Lot 31; Map 162, Lot 16; Map 135, Lot 7; Map 135, Lot 2; Map 171, Lot 46; Map 138, Lot 56; Map 175, Lot 153-2; Map 138, Lot 86, w/recommendation to deny
  - B. Water/Sewer Items - None
  - C. Licenses & Permits & Policies
    - 1) Block Party Permit - Ted Trost

2) Block Party Permit - James McGlaughlin

**D. Donations - None**

**E. Acceptance of Minutes**

1) Minutes of the June 11, 2019 Meeting

**F. Calendar**

06/26 7:00 Planning Bd - Buxton CD Meeting Room  
06/27 7:00 Zoning Bd of Adjustment - Buxton CD Meeting Room  
07/03 7:00 Budget Cte - Buxton CD Meeting Room  
07/04 FOURTH OF JULY - TOWN HALL CLOSED  
07/08 7:00 Conservation Cmsn - Buxton CD Meeting Room  
07/08 7:00 Cable Utility Cte - Cable Access Center  
07/09 7:00 Board of Selectmen - BOS Meeting Room  
07/10 7:00 Planning Bd - Buxton CD Meeting Room  
07/11 7:00 Zoning Bd - Buxton CD Meeting Room  
07/15 7:00 Cemetery Trustees - BOS Meeting Room  
07/16 7:00 Municipal Utility Cte - BOS Meeting Room  
07/17 6:00 Library Trustees - Hills Memorial Library  
07/18 7:00 Benson Park Cte - HCTV  
07/22 7:00 Sustainability Cte - Buxton CD Meeting Room  
07/23 7:00 Board of Selectmen - BOS Meeting Room  
07/24 7:00 Planning Bd - Buxton CD Meeting Room  
07/25 3:00 Trustees of Trust Fund - Buxton CD Meeting Room  
07/25 7:00 Zoning Bd of Adjustment - Buxton CD Meeting Room

**7. OLD BUSINESS**

**A. Votes taken after Nonpublic Session on June 11, 2019**

- 1) *Motion by Selectman McGrath, seconded by Selectman Roy, to approve the Memorandum of Understanding between the Town of Hudson and the Hudson Police Employee Association effective July 1, 2019, carried 4-0.*
- 2) *Motion by Selectman McGrath, seconded by Selectman Roy, to enter into a Purchase and Sale Agreement with Kay's Realty Inc. in the amount of \$235,000 for the purchase of tax deeded, town owned property located at 32 Cross Street, carried 4-0.*
- 3) *Motion to adjourn at 9:39 p.m. by Selectman Martin, seconded by Selectman McGrath, carried 4-0.*

**8. NEW BUSINESS**

A. Town of Hudson Sewerage Leakage Into Residence

B. Public Hearing - Amending Hudson Town Code Chapter 205, Fees, Planning Department Fees

C. Involuntarily Merged Lot Application - 16 Robinson Road, Map 144, Lot 002

D. Sale of Town Owned Property - 7 Alpha Street

E. Accrued Time Payouts

F. Fiscal Year 2019 Encumbrances

9. **REMARKS BY SCHOOL BOARD**

10. **OTHER BUSINESS/REMARKS BY THE SELECTMEN**

11. **NONPUBLIC SESSION**

**RSA 91-A:3 II (a)** The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted;

**(b)** The hiring of any person as a public employee; and

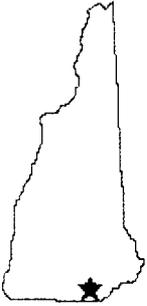
**(c)** Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

*THE SELECTMEN MAY ALSO GO INTO NON-PUBLIC SESSION FOR ANY OTHER SUBJECT MATTER PERMITTED PURSUANT TO RSA 91-A:3 (II).*

12. **ADJOURNMENT**

Reminder...

Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than 12:00 noon on July 3, 2019.



**TOWN OF HUDSON**  
Office of the Assessor

Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)

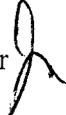
12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-594-1160



*Agenda*  
*6-25-19*  
*6.A.1.*

**RECEIVED**  
**JUN 20 2019**  
TOWN OF HUDSON  
SELECTMEN'S OFFICE

TO: Board of Selectmen  
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor 

DATE: June 25, 2019

RE: Gravel Tax Warrant

I recommend the Board sign the attached Gravel Tax Warrant.

*Princecape Realty, LLC*  
*Map 170 Lot 034*

ORIGINAL WARRANT

GRAVEL TAX LEVY  
TAX YEAR: APRIL 1, 2018 - MARCH 31, 2019  
THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS

TO: Patti Barry, Collector of Taxes for the

TOWN OF HUDSON, NH, in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Gravel Taxes set against their name(s), amounting in all to the sum of : **\$72.60**, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

Given under our hands and seal at the TOWN OF HUDSON, NH

\_\_\_\_\_  
David S. Morin, Chairman

\_\_\_\_\_  
Kara Roy, Vice Chairman

\_\_\_\_\_  
Roger E. Coutu

\_\_\_\_\_  
Marilyn McGrath

\_\_\_\_\_  
Normand G. Martin

DATE: June 25, 2019

NAME & ADDRESS	MAP & LOT	OPERATION #	GRAVEL TAX DUE
PRINCECAPE REALTY, LLC 33 CONSTITUTION DR HUDSON, NH 03051	170-034	18-229-05-E	\$72.60

DATE DUE:

TOTAL DUE:

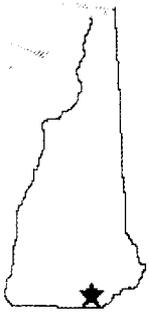
\$72.60

*AG order*  
*6-25-19*  
*L.A.J.*



# TOWN OF HUDSON

Office of the Assistant Assessor



Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)

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**RECEIVED**  
**JUN 20 2019**  
TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Board of Selectmen  
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor *JM*

DATE: June 25, 2019

RE: Certification of Yield Taxes Assessed/Timber Warrant

I recommend the Board sign the attached Certification of Yield Taxes Assessed and the Timber Tax Warrant:

Princecape Realty, LLC  
Map 170 lot 034

**CERTIFICATION OF YIELD TAXES ASSESSED**  
**TAX YEAR: April 1, 2018 to March 31, 2019**

**TOWN / CITY OF:** HUDSON  
**COUNTY OF:** HILLSBOROUGH  
**DATE:** 06/25/19

TO: DEPT. OF REVENUE ADMINISTRATION  
MUNICIPAL AND PROPERTY DIVISION  
P.O. BOX 457  
CONCORD, NH 03302-0457

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(Board of Assessors)

# 1	# 4	# 5	# 6	# 6	# 7		# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET IN THOUSANDS	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE		TOTAL ASSESSED VAL.	TAX AT 10 %	
PRINCECAPE REALTY, LLC 33 CONSTITUTION DR HUDSON, NH 03051 0	WHITE PINE	0.000				\$80.00	\$0.00	\$0.00	
	HEMLOCK	0.000				\$30.00	\$0.00	\$0.00	
	RED PINE	0.000				\$25.00	\$0.00	\$0.00	TOTAL TAX
ACCOUNT#: 9961	SPRUCE & FIR	0.000				\$70.00	\$0.00	\$0.00	DUE ON THIS
	HARD MAPLE	0.000				\$200.00	\$0.00	\$0.00	OPERATION
# 2 BY WHICH LOT WAS DESIGNATED IN NOTICE OF INTENT  MAP & LOT NUMBER 170-034	WHITE BIRCH	0.000				\$50.00	\$0.00	\$0.00	(TOTAL OF
	YELLOW BIRCH	0.000				\$80.00	\$0.00	\$0.00	COL. # 9)
	OAK	0.000				\$300.00	\$0.00	\$0.00	
	ASH	0.000				\$75.00	\$0.00	\$0.00	
	BEECH & S. MAPLE	0.000				\$65.00	\$0.00	\$0.00	
	PALLET / TIE LOGS	0.000				\$35.00	\$0.00	\$0.00	
	OTHERS :	0.000				\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000				\$0.00	\$0.00	\$0.00	
					TONS	CORDS			\$14.30
# 3 OPERATION NUMBER  18-229-01-T	SPRUCE & FIR		0.00	0.00	\$ 0.10	\$ 2.20	\$0.00	\$0.00	
	HARDWOOD & ASPEN		0.00	0.00	\$ 0.10	\$ 6.50	\$0.00	\$0.00	
	PINE		86.00	0.00	\$ 0.10	\$ 2.00	\$8.60	\$0.86	
	HEMLOCK		0.00	0.00	\$ 0.25	\$ 4.80	\$0.00	\$0.00	
	WHOLE TREE CHIPS		116.90	0.00	\$ 1.15	\$ -	\$134.44	\$13.44	
	BIRCH BOLTS		0.00	0.00	\$ 20.00	\$ 20.00	\$0.00	\$0.00	
	CORDWOOD		0.00	0.00	\$ 8.00	\$ 8.00	\$0.00	\$0.00	
							\$143.04	\$14.30	

**WARRANT FOR THE  
COLLECTION OF  
TIMBER TAX LEVY**  
TAX YEAR APRIL 1, 2018 TO MARCH 31, 2019  
**THE STATE OF NEW HAMPSHIRE**

**HILLSBOROUGH**

TO: Patti Barry, Collector of Taxes for Town of HUDSON, in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Timber Yield Taxes set against their name(s), amounting in all to the sum of : **\$14.30**, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

Given under our hands and seal at HUDSON

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Board of Assessors)

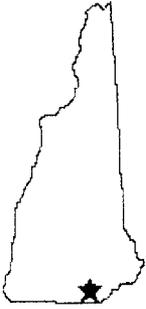
**DATE: June 25, 2019**

NAME & ADDRESS	MAP & LOT	OPERATION #	TIMBER TAX DUE
PRINCECAPE REALTY, LLC 33 CONSTITUTION DR HUDSON, NH 03051	170-034	18-229-01-T	\$14.30

**TAX DUE DATE:**

**TOTAL TAX:**

**\$14.30**



# TOWN OF HUDSON

Office of the Assessor

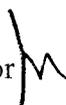
Jim Michaud  
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**TO:** Steve Malizia, Town Administrator  
Board of Selectmen

**FROM:** Jim Michaud, Chief Assessor 

**DATE:** June 25, 2019

**RE:** Tax Deferral Application:  
38B Barretts Hill Rd. - map 151/ lot 005/ sub 002



Please grant and sign the attached Tax Deferral Application for the property owner listed below:

Adrienne Monestere – 38B Barretts Hill Rd. - map 151/ lot 005/ sub 002

The total of the respective tax liens on this property does not exceed 85% of the assessed value (per RSA 72:38a). There is no mortgage on this property so no further approval is required.

***MOTION:***

***Motion to grant a Tax Deferral for the property owner referenced in the above request.***

**PLEASE SIGN IN BLACK INK**

FORM  
PA-30

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**ELDERLY AND DISABLED TAX DEFERRAL APPLICATION**  
DUE MARCH 1 FOLLOWING THE NOTICE OF TAX

	OWNER AND APPLICANT INFORMATION					
STEP 1 OWNER AND APPLICANT NAME AND ADDRESS	OWNER					If required, is a PA-33 on file?
	ADRIENNE MONESTERE					<input type="radio"/> YES <input type="radio"/> NO
	APPLICANT'S LAST NAME		APPLICANT'S FIRST NAME		MI	
	MONESTERE		ADRIENNE			
	APPLICANT'S LAST NAME		APPLICANT'S FIRST NAME		MI	
STREET ADDRESS						
38B BARRETTS HILL RD						
MAILING ADDRESS (if different from above)						
CITY/TOWN			STATE	ZIPCODE		
HUDSON			NH	03051		
PROPERTY LOCATION						
STEP 2 PROPERTY LOCATION	STREET					
	38B BARRETTS HILL RD.					
	CITY/TOWN			COUNTY		
	HUDSON			HILLSBOROUGH		
	NUMBER OF ACRES	TAX MAP	BLOCK	LOT	BOOK	PAGE
		151	005	002	8,892	474
STEP 3 TO BE COMPLETED BY PROPERTY OWNER	(a) Tax year for which the deferral is requested <span style="border: 1px solid black; padding: 2px;">2016-2017</span>					
	(b) Amount of requested tax deferral <span style="border: 1px solid black; padding: 2px;">\$12,350</span>					
	(c) Amount of tax bill <span style="border: 1px solid black; padding: 2px;">\$12,350</span>					
	(d) Is the applicant:					
					YES	NO
65 or older and has owned homestead for five (5) consecutive years; or				<input type="radio"/>	<input type="radio"/>	
Receives benefits under Title II or Title XVI of the Federal Social Security Act and has owned homestead for one year; and				<input checked="" type="radio"/>	<input type="radio"/>	
Living in the home?				<input checked="" type="radio"/>	<input type="radio"/>	
STEP 4 OWNER SIGNATURES	I understand that upon approval of this application by the municipal assessing officials, a lien shall be created against the above described property, pursuant to RSA 72:38-a. My signature below indicates my agreement with the obligation incurred against the property described in Step 2 above. Under penalties of perjury, I declare that I have examined this document and to the best of my belief the information herein is true, correct and complete.					
	Adrienne Monestere			<i>Adrienne Monestere</i> 6/18/19		
	TYPE OR PRINT NAME			SIGNATURE (IN INK)		DATE
				SIGNATURE (IN INK)		DATE
				SIGNATURE (IN INK)		DATE
			SIGNATURE (IN INK)		DATE	

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**ELDERLY AND DISABLED TAX DEFERRAL APPLICATION**

<b>STEP 5</b> APPROVAL BY THE MORTGAGEE	By signing below, the mortgagee signifies that they do approve and are duly notified that upon approval of this application by the municipal assessing officials, a lien shall be created against the above described property, pursuant to RSA 72:38-a, III.		
	NIA		
	NAME OF MORTGAGE HOLDER		
	SIGNATURE OF OFFICER OR AGENT FOR MORTGAGEE	TITLE	DATE

**TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS**

<b>STEP 6</b> AMOUNT OF TAXES DEFERRED	(a) Amount of tax deferred in prior years	\$0																							
	(b) Amount of tax deferred in current year	\$12,350																							
	(c) Total amount of taxes deferred [6(a) + 6(b)]	\$12,350																							
<b>STEP 7</b> PERCENT OF EQUITY VALUE ENCUMBERED	(a) Enter the percentage of total equity value of the property encumbered in prior years	0.0%																							
	(b) Enter the percentage of total equity value of the property encumbered in current year	6.5%																							
	(c) Percentage of total equity value the property encumbered for: All Years [7(a) + 7(b)]	6.5%																							
<b>STEP 8</b> MUNICIPAL DECISION	<table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">GRANTED</td> <td style="text-align: center;">DENIED</td> <td style="text-align: center;">AMOUNT</td> <td style="text-align: center;">DATE</td> </tr> <tr> <td><input type="checkbox"/> Elderly Tax Deferral</td> <td style="text-align: center;">○</td> <td style="text-align: center;">○</td> <td style="text-align: center;">[ ]</td> <td style="text-align: center;">[ ]</td> </tr> <tr> <td><input checked="" type="checkbox"/> Disabled Tax Deferral</td> <td style="text-align: center;">○</td> <td style="text-align: center;">○</td> <td style="text-align: center;">\$12,350</td> <td style="text-align: center;">[ ]</td> </tr> </table>		GRANTED	DENIED	AMOUNT	DATE	<input type="checkbox"/> Elderly Tax Deferral	○	○	[ ]	[ ]	<input checked="" type="checkbox"/> Disabled Tax Deferral	○	○	\$12,350	[ ]									
	GRANTED	DENIED	AMOUNT	DATE																					
<input type="checkbox"/> Elderly Tax Deferral	○	○	[ ]	[ ]																					
<input checked="" type="checkbox"/> Disabled Tax Deferral	○	○	\$12,350	[ ]																					
	For Deferrals: This page must be returned to the property owner after approval or denial, on or before July 1, following the date of Notice of Tax as defined in RSA 72:1-d, by first class mail. (RSA 72:34, IV)																								
	Reason for Denial																								
<b>STEP 9</b> APPROVAL OF A MAJORITY OF SELECTMEN / MUNICIPAL ASSESSING OFFICIALS	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 50%;">PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black; width: 35%;">SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black; width: 15%;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> </table>				PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE	PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE	PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE	PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE	PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE	PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE	PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
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NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**ELDERLY AND DISABLED TAX DEFERRAL APPLICATION**

<b>WHO MAY FILE</b>	Under the provisions of RSA 72:38-a, I, any resident property owner may apply for a tax deferral if they: <ul style="list-style-type: none"> <li>• Are either at least 65 years of age or eligible under Title II or Title XVI of the Federal Social Security Act for benefits for the disabled;</li> <li>• Have owned the homestead for at least five consecutive years if elderly or at least one year if disabled; and</li> <li>• Are living in the home.</li> </ul>
<b>WHEN TO FILE</b>	The completed Form PA-30 shall be filed by March 1 following the date of notice of tax. Example: If you are applying for a tax deferral from your 2014 property taxes, which are due no earlier than December 1, 2014, then you have until March 1, 2015 to file this form.
<b>WHERE TO FILE</b>	Once completed and signed in ink, this form shall be filed as follows: Original: Register of Deeds Copy: To the Selectmen / Municipal Assessing Officials of the municipality of your primary residence Copy: Property Owner
<b>TAX DEFERRAL PROVISIONS</b>	The municipal assessing officials may annually grant a person qualified under this paragraph a tax deferral for all or part of the taxes due, plus annual interest at five percent, if in their opinion the tax liability causes the taxpayer an undue hardship or possible loss of the property. The total of tax deferrals on a particular property shall not be more than 85 percent of its equity value.  A tax deferral shall be subject to any prior liens on the property and shall be treated as such in any foreclosure proceedings.  If the property is subject to a mortgage, the owner must have the mortgage holder's approval of the tax deferral. Such approval does not grant the town a preferential lien.
<b>APPEALS</b>	The municipal assessing officials shall send written notice advising the taxpayer of their decision to grant or deny the request for exemption by July 1. Failure of the municipal assessing officials to respond shall constitute a denial of the application.  If an application for a property tax deferral is denied, an applicant may appeal in writing on or before <b>September 1</b> following the date of notice of tax under RSA 72:1-d, to the New Hampshire Board of Tax and Land Appeals (BTLA) or the County Superior Court in the county where the property is located. Example: If you were denied a deferral from your 2014 property taxes, you have until September 1, 2015 to appeal.  Forms for appealing to the Board of Tax and Land Appeals may be obtained from the New Hampshire Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301, by calling (603) 271-2578 or by visiting their website at <a href="http://www.nh.gov/btla">www.nh.gov/btla</a> . Be sure to specify that you are appealing the Elderly or Disabled Tax Deferral application denial.
<b>ADA COMPLIANCE</b>	Individuals who need auxiliary aids for effective communication in programs and services of the New Hampshire Department of Revenue Administration are invited to make their needs and preferences known. Individuals with hearing or speech impairments may call TDD Access: Relay NH 1-800-735-2964.
<b>NEED HELP</b>	Contact your local municipality or the Municipal and Property Division at (603) 230-5950; or visit the department's website at <a href="http://www.revenue.nh.gov/forms">www.revenue.nh.gov/forms</a> .

**LINE-BY-LINE INSTRUCTIONS**

<b>STEP 1</b>	Enter the complete name and address of the property owner(s) requesting a tax deferral under RSA 72:38-a.
<b>STEP 2</b>	Enter the location, street address, municipality, county, number of acres, tax map, block and lot numbers, and book and page numbers of the property for which the RSA 72:38-a, deferral is requested.
<b>STEP 3</b>	(a) Enter the tax year for which the deferral is requested. (b) Enter the amount of the requested tax deferral. (c) Enter the amount of the tax bill for the year of this application. (d) Check the appropriate boxes to indicate that all of the qualification requirements have been met.
<b>STEP 4</b>	<b>ALL</b> property owners of record must type or print their full name, sign and date in ink, acknowledging that they understand and agree to the obligation incurred against the property by electing a deferral of taxes under RSA 72:38-a. If there are more than four owners, submit a supplemental list of names and signatures.
<b>STEP 5</b>	Enter the name of the mortgage holder and obtain the signature of an authorized agent for the mortgage holder.
<b>STEP 6</b>	The municipal assessing officials shall complete this step. (a) Enter the amount of taxes deferred in prior years. (b) Enter the amount of tax requested for deferral in the current year. (c) The total amount of the tax deferral (Step 6(a) plus Step 6(b)).
<b>STEP 7</b>	The municipal assessing officials shall complete this step. (a) Enter the percentage of the total equity value encumbered under RSA 72:38-a in prior years. (b) Enter the percentage of the total equity value encumbered under RSA 72:38-a in the current year. (c) The percentage of the total equity value encumbered for all years combined (Step 7(a) plus Step 7(b)). <b>If the result of Step 7(c) exceeds 85 percent, this application will be denied pursuant to RSA 72:38-a, I.</b>
<b>STEP 8</b>	The municipal assessing officials shall complete this step. Check applicable box for type of tax deferral. Check whether tax deferral was granted or denied. If granted, enter dollar amount granted. Enter date tax deferral was granted.
<b>STEP 9</b>	Signatures of a majority of the local Selectmen or municipal assessing officials on the lines provided indicates approval.

# TITLE V TAXATION

## CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

### Property Taxes

#### Section 72:38-a

##### **72:38-a Tax Deferral for Elderly and Disabled. –**

I. Any resident property owner may apply for a tax deferral if the person:

(a) Is either at least 65 years old or eligible under Title II or Title XVI of the federal Social Security Act for benefits for the disabled; and

(b) Has owned the homestead for at least 5 consecutive years if the person qualifies as an elderly applicant, or has owned the homestead for at least one year if the person qualifies as a disabled applicant; and

(c) Is living in the home.

The assessing officials may annually grant a person qualified under this paragraph a tax deferral for all or part of the taxes due, plus annual interest at 5 percent, if in their opinion the tax liability causes the taxpayer an undue hardship or possible loss of the property. The total of tax deferrals on a particular property shall not be more than 85 percent of its equity value. The total of tax deferrals shall be determined by the following formula:

Assessed Value = Equalized Assessed Value

Equalization Ratio

Equalized Assessed Value - Total of Priority Liens = Equity Value

Equity Value X .85 = Total Amount Which May be Deferred

At any time during the tax deferral process, the governing body may consider an abatement pursuant to RSA 76:16.

II. A tax deferral shall be subject to any prior liens on the property and shall be treated as such in any foreclosure proceeding.

II-a. No person shall be entitled to the deferral under this section unless the person has filed with the selectmen or assessors, by March 1 following the date of notice of tax under RSA 72:1-d, a permanent application therefor, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the deferral is claimed and that the applicant is duly qualified at the time of application. Any person who changes residence after filing such a permanent application shall file an amended permanent application on or before December 1 immediately following the change of residence. The filing of the permanent application shall be sufficient for said persons to receive a deferral on an annual basis so long as the applicant does not change residence; provided, however, that towns and cities may require an annual application for the tax deferral authorized for the elderly and disabled by this section. The form shall include the following and such other information deemed necessary by the commissioner:

- (a) Instructions on completing and filing the form, including an explanation of the grounds for requesting a deferral.
- (b) Sections for information concerning the applicant, the property for which the relief is sought, and other properties owned by the person applying.
- (c) A section explaining the appeal procedure and stating the appeal deadline in the event the municipality denies the tax relief request in whole or in part.
- (d) A place for the applicant's signature with a certification by the person applying that the application has a good faith basis and the facts in the application are true.

III. If the property is subject to a mortgage, the owner must have the mortgage holder's approval of the tax deferral. Such approval does not grant the town a preferential lien.

IV. When the owner of a property subject to a tax deferral dies, the heirs, heirs-at-law, assignee, or devisee shall have first priority subject to redeem the estate by paying in full the deferred taxes plus any interest due. If the heirs, heirs-at-law, assignees, or devisees do not redeem the property within 9 months of the date of death of the property owner, the municipality may commit the accrued amount of the deferral to the collector of taxes with a warrant signed by the assessing officials requiring him or her to collect it; and the collector of taxes shall have the same rights and remedies in relation thereto as provided in RSA 76:13 and RSA 80. Prior to holding a tax sale or executing a priority tax lien under RSA 80:59, the collector shall, at least 30 days prior to such tax sale or tax lien execution, send notice by certified or registered mail, to the last known post office address of the current owner, if known, or to the last known address of the deceased taxpayer, and to all mortgagees from whom permission has been sought pursuant to paragraph III of this section. Any person with a legal interest in the property may redeem it, either prior to the tax sale or tax lien execution, or subsequently as set forth in RSA 80:32 or RSA 80:69.

IV-a. When the owner of a property subject to a tax deferral sells or otherwise conveys the property, the owner or grantee shall pay in full the deferred taxes plus any interest due and the municipality shall provide recorded written release or satisfaction of the notice of tax deferral. If the owner or grantee, who shall be deemed to have notice of and shall take title to the property subject to the notice of tax deferral, does not pay the accrued amount on the property within 9 months of the date of sale or conveyance of the property, the municipality may commit the accrued amount of the deferral to the collector of taxes with a warrant signed by the assessing officials requiring him or her to collect it; and the collector of taxes shall have the same rights and remedies in relation thereto as provided in RSA 76:13 and RSA 80. Prior to holding a tax sale or executing a priority tax lien under RSA 80:59, the collector shall, at least 30 days prior to such tax sale or tax lien execution, send notice by certified or registered mail, to the last known post office address of the current owner, if known, or to the last known address of the taxpayer who received the deferral, and to all mortgagees from whom permission has been sought pursuant to paragraph III of this section. Any person with a legal interest in the property may redeem it, either prior to the tax sale or tax lien execution, or subsequently as set forth in RSA 80:32 or RSA 80:69.

V. The assessing officials shall file notice of each tax deferral granted, within 30 days, with the registry of deeds of the county in which the property is located to perfect it.

VI. When a taxpayer appeals the denial of a deferral application to the superior court or board of tax and land appeals, the court or board may reverse or affirm, wholly or partly, or may modify the decision brought for review when there is an error of law or when the court or board is persuaded by the balance of probabilities, on the evidence before it, that said decision is unreasonable.

## PART Rev 401 DEFINITIONS

Rev 401.07 “Eligible person” means a person who meets all the eligibility requirements of a property tax credit, exemption, or deferral.

Rev 401.09 “Entitled applicant” means an eligible person who applied for a property tax credit, exemption, or deferral in the approved manner.

Rev 401.11 “Homestead” means the real estate on which a person’s principal place of abode is located, including the land and buildings identified in the property tax bill(s) for the person’s principal place of abode and contiguous lots. The term does not include any portion of the land and buildings rented or used for commercial or industrial purposes.

Rev 401.14 “Municipal assessing officials” means the:

- (a) Governing body of a municipality;
- (b) Assessors of a municipality; or
- (c) County commissioners of an unincorporated place.

Rev 401.15 “Municipality” means a city, town, or unincorporated place.

Rev 401.16 “Owner” means a person who owns residential real estate or other property and:

(a) Includes a person who has:

- (1) Placed property in a grantor/revocable trust;
- (2) Equitable title in property;
- (3) A life estate in property; and

(b) Does not include a person who has placed property in an irrevocable trust or any other legal entity distinct from the person.

Rev 401.20 “Property tax deferral” means a postponement of the payment of all or part of the property taxes due on a person’s homestead. The term includes “tax deferral for elderly and disabled” pursuant to RSA 72:38-a.

Rev 401.22 “Real estate” means “real estate” as defined in RSA 21:21. The term includes “real property.”

Rev 401.23 “Resident” means a person who has a principal place of abode in any New Hampshire municipality. The term includes “residency.”

Rev 401.24 "Residential real estate" means the real estate which a person occupies as the person's principal place of abode together with any appurtenant land or buildings, including manufactured housing if used for that purpose.

Rev 401.30 "Tax year" means the time period beginning April 1 of any year and ending March 31 of the next year, inclusive.

Rev 401.31 "Undue hardship" means a significant difficulty or expense.

## PART Rev 402 GENERAL INFORMATION

Rev 402.01 Types of Mandatory Property Tax Credits, Exemptions, and Deferrals. The municipal assessing officials shall grant the following property tax credits, exemptions, and deferrals to entitled applicants:

(g) Tax deferral for elderly and disabled pursuant to Rev 417.

Rev 402.03 Ownership Requirements.

(a) The applicant for any property tax credit, exemption, or deferral shall own residential real estate or other property, if applicable, either individually or jointly, whether as joint tenants or as tenants in common, except as provided in (b) below.

Rev 402.04 Limit on Property Tax Credits, Exemptions, and Deferrals.

(b) The total of property tax deferrals on a particular homestead shall not be more than 85% of the homestead's equity value.

## PART Rev 417 TAX DEFERRAL FOR ELDERLY AND DISABLED

Rev 417.01 Tax Deferral for Elderly and Disabled.

(a) The municipal assessing officials may annually grant an eligible applicant a property tax deferral if:

(1) In their opinion, the property taxes due on the applicant's homestead causes the applicant:

- a. An undue hardship; or
- b. Possible loss of the applicant's homestead; and

(2) The total of property tax deferrals on the applicant's homestead is not more than 85% of the equity value in the applicant's homestead.

(b) A property tax deferral is granted:

- (1) Only at the discretion of the municipal assessing officials; and
- (2) For all or part of the property taxes due on the applicant's homestead.

Rev 417.02 Eligibility Requirements. An applicant shall not be eligible for a property tax deferral unless the applicant:

(a) Is either:

- (1) At least 65 years old; or
- (2) Eligible under Title II or Title XVI of the federal Social Security Act for benefits for the disabled;

(b) Has owned a homestead for at least:

- (1) Five consecutive years if the applicant is at least 65 years old; or
- (2) One year if the applicant is eligible under Title II or Title XVI of the federal Social Security Act for benefits for the disabled; and

(c) Resides at the applicant's homestead.

Rev 418.02 Applying for a Property Tax Deferral.

(a) An applicant for a property tax deferral shall complete and file Form PA-30, "Tax Deferral Application for Elderly or Disabled," with the municipal assessing officials in the municipality in which the property tax deferral is claimed by March 1 following the date of notice of tax, on an annual basis.

(b) If there is a mortgage against the property, the mortgage holder shall indicate approval for the property tax deferral by dated signature prior to Form PA-30 being filed with the municipal assessing officials.

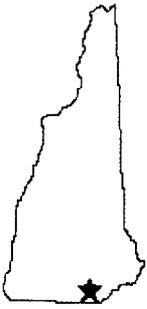
Rev 419.02 Form PA-30, "Elderly and Disabled Tax Deferral Application."

(a) Form PA-30 shall be completed and filed by every applicant for a property tax deferral with the municipal assessing officials in the municipality in which the property tax deferral is claimed.

(b) Form PA-30 shall document that the applicant for a property tax deferral is:

- (1) The owner of the homestead on which the property tax deferral is claimed, in accordance with Rev 402.03; and
- (2) Eligible for the property tax deferral at the time of the application.

(c) If a property tax deferral is granted, the municipal assessing officials shall perfect the resulting lien by filing the applicant's original Form PA-30, within 30 days, with the registry of deeds of the county in which the homestead is located.



# TOWN OF HUDSON

Office of the Assessor

Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)  
[www.hudsonnh.gov](http://www.hudsonnh.gov)



12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-594-1160

TO: Board of Selectmen  
Steve Malizia, Town Administrator

June 25, 2019

FROM: Jim Michaud, Chief Assessor

RE: 2018 Abatement Application – Eversource Energy  
Map 100 Lot 8; Map 167 Lot 9; Map 190 Lot 192; Map 179 Lot 31; Map 107 Lot 30; Map 208 Lot 11; Map 107 Lot 3-1; Map 144 Lot 8; Map 175 Lot 153; Map 182 Lot 181; Map 162 Lot 80; Map 138 Lot 36; Map 179 Lot 11; Map 195 Lot 5; Map 175 Lot 6; Map 171 Lot 30; Map 171 Lot 31; Map 162 Lot 16; Map 135 Lot 7; Map 135 Lot 2; Map 171 Lot 46; Map 138 Lot 56; Map 175 Lot 153-2; Map 138 Lot 86

Please approve the signing of the attached form denying an abatement on the above referenced property. The property owner, Eversource Energy owns a distribution network of telephone poles, electric wires, transformers, substations and associated taxable real estate, in addition to land rights, throughout Hudson. The property was assessed for \$112,191,800 for the 2018 year in accordance with an appraisal received on the same from the Town's public utility valuation contractor, George E. Sansoucy.

The taxpayer representative, Attorney Allwarden, represented that their opinion of market value was based on the DRA's allocated value opinion, \$44,854,316. The information provided within the abatement application did not provide a credible value, nor a credible basis for the requested value. That value is essentially book value, an approach to value that does not represent market value for public utility property according to the recent decisions of the NH Supreme Court. The taxpayer has not proven that their property assessment was disproportionate relative to the marketplace.

***Draft Motion:***

***Motion to deny a 2018 abatement for map/lots as in this memo, as recommended by the Chief Assessor.***

2018AbateDenyEversource



George E. Sansoucy, PE, LLC  
Engineers & Appraisers

*Sent via email June 12, 2019*  
[jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

June 12, 2019

Town of Hudson  
Board of Selectmen  
12 School Street  
Hudson, NH 03051

Dear Board:

We have received and reviewed the 2018 abatement for:

Eversource

We have reviewed the abatement application filed with you by Eversource regarding its valuation of electric facilities and land in the town of Hudson. Eversource's request relies upon the value prepared by the New Hampshire Department of Revenue Administration (DRA) as the basis for their abatement request. The New Hampshire Board of Tax and Land Appeals (BTLA) has found that the DRA value does not represent true and full fair market value. The BTLA decision in this matter was upheld by the New Hampshire Supreme Court related to Eversource. Per your request for recommendation, we therefore recommend that you deny the abatement request.

Should the Company provide new information, or if the Company has misinformed the Town as to the inventory of property, we will consider those issues when and if they arise.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

GEORGE E. SANSOUCY, P.E.; LLC

A handwritten signature in cursive script that reads "George E. Sansoucy".

George E. Sansoucy, P.E.

GES/db

George E. Sansoucy, PE, LLC

7 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801 Tel 603.431.7636 Fax 603.431.7115 mail@sansoucy.com  
279 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801 Tel 603.788.4000 Fax 603.788.2798 gsansoucy@sansoucy.com  
Remittance Address 89 Reed Rd., Lancaster, NH 03584

Agenda 6-25-19  
b.c.i.



# TOWN OF HUDSON

## Board of Selectmen



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481

RECEIVED  
JUN 07 2019  
TOWN OF HUDSON  
SELECTMEN'S OFFICE

### Block Party Permit

Name TED TROST Date 07 JUNE 2019  
Address 63 RANGERS DR Phone # 603 233 8338  
Block Party to be held at 70 RANGERS DR (CUL DE SAC)

Date & Time of Block Party (include rain date) JULY 20 (RAIN: JULY 27)  
TIME= 1 PM - 5 PM with 1 hour prior and after for set-up + clean-up  
All of the affected neighbors (within at least 500') have been notified of the event and written approval gained from a majority. attached

If music is played, it is to be kept to a reasonable level so as not to disturb the residents in the vicinity. Music to cease at 5 PM.

Street to be blocked with traffic cones and barricades, available from the Highway Department, and positioned to warn the motoring public but not so as to prevent access by emergency vehicles.

The dispensing, possession, and consumption of any alcoholic beverages be done in compliance with all applicable laws, regulations and ordinances.

The hours of the requested permit be restricted to the stated times.

Copy of the flyer is attached.

This permit should be acted upon by the Board of Selectmen at least 30 days prior to the event. Exceptions may be granted, however, at the discretion of the Board of Selectmen.

Recommendation/comments by the Police Chief \_\_\_\_\_  
\_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ by the Board of Selectmen on \_\_\_\_\_  
provided all of the aforementioned conditions have been met.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed for can be faxed to 603-598-6481 or e-mailed to [dgraham@hudsonnh.gov](mailto:dgraham@hudsonnh.gov)



# TOWN OF HUDSON

## Board of Selectmen



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481

RECEIVED  
JUN 07 2019  
TOWN OF HUDSON  
SELECTMEN'S OFFICE

### Block Party Permit

Name TED TROST Date 07 JUNE 2019

Address 63 RANGERS DR Phone # 603 233 8338

Block Party to be held at 70 RANGERS DR (CUL DE SAC)

Date & Time of Block Party (include rain date) JULY 20 (RAIN: JULY 27)

TIME = 1 PM - 5 PM with 1 hour prior and after for set-up + clean-up  
All of the affected neighbors (withIn at least 500') have been notified of the event and written approval gained from a majority. attached

If music is played, it is to be kept to a reasonable level so as not to disturb the residents in the vicinity. Music to cease at 5 PM.

Street to be blocked with traffic cones and barricades, available from the Highway Department, and positioned to warn the motoring public but not so as to prevent access by emergency vehicles.

The dispensing, possession, and consumption of any alcoholic beverages be done in compliance with all applicable laws, regulations and ordinances.

The hours of the requested permit be restricted to the stated times.

Copy of the flyer is attached.

This permit should be acted upon by the Board of Selectmen at least 30 days prior to the event. Exceptions may be granted, however, at the discretion of the Board of Selectmen.

Recommendation/comments by the Police Chief WMA = NO ISSUES

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ by the Board of Selectmen on \_\_\_\_\_ provided all of the aforementioned conditions have been met.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed for can be faxed to 603-598-6481 or e-mailed to [djgraham@hudsonnh.gov](mailto:djgraham@hudsonnh.gov)

By signing below, we indicate our approval of a block party to be held in the Rangers Drive cul-de-sac on July 20 (July 27 rain date) in the afternoon.

Signature 	Name (print clearly) Michelle O'Brien	61 Rangers Drive
Signature 	Name (print clearly) Janei Arshalian	62 Rangers Drive
Signature 	Name (print clearly) Ted Trost	63 Rangers Drive
Signature 	Name (print clearly) Anthony DiFeo	64 Rangers Drive
Signature 	Name (print clearly) Michael Yustoski	65 Rangers Drive
Signature 	Name (print clearly) Melody Balletto	66 Rangers Drive
Signature 	Name (print clearly) SIGNED IN ERROR TED TROST	67 Rangers Drive
Signature 	Name (print clearly) Kathy Wolfe	68 Rangers Drive
Signature 	Name (print clearly) Paul Truarez	163 Barretts Hill Rd
Signature 	Name (print clearly) Louis Pavlone	165 Barretts Hill Rd
Signature 	Name (print clearly) Gregory Shah	26 Roy Dr
		28 Roy Dr

# 70 Rangers Drive Conservation Land

## Block Party

When: Saturday, July 20th 01:00 to 05:00 p.m.

Where: 70 Rangers Drive (Turn around area)

### Why:

- Celebrate the newly designated conservation land.
- Thank the folks that made it possible.
- Meet your neighbors.
- Walk the trails.
- Have some fun.

### Other:

- Children Friendly event.
- Music ( background )
- Bring your own food and drink ( grills will be available )

Contact < TBD > for more details.

Agenda 6-25-19

b.c.2.



# TOWN OF HUDSON

## Board of Selectmen



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481

### Block Party Permit

Name James McGlaughlin Date 6/6/19  
 Address 4 Copeland Dr Phone # 603 235 0416  
 Block Party to be held at 4 Copeland Drive

Date & Time of Block Party (include rain date) Aug 9, 10, 11 2019

All of the affected neighbors (within at least 500') have been notified of the event and written approval gained from a majority.

If music is played, it is to be kept to a reasonable level so as not to disturb the residents in the vicinity. Music to cease at 11 PM. (see attached)

Street to be blocked with traffic cones and barricades, available from the Highway Department, and positioned to warn the motoring public but not so as to prevent access by emergency vehicles.

The dispensing, possession, and consumption of any alcoholic beverages be done in compliance with all applicable laws, regulations and ordinances.

The hours of the requested permit be restricted to the stated times.

Copy of the flyer is attached.

This permit should be acted upon by the Board of Selectmen at least 30 days prior to the event. Exceptions may be granted, however, at the discretion of the Board of Selectmen.

Recommendation/comments by the Police Chief N/A 6-10-19 - confirmed w/ chief he reviewed. dy

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ by the Board of Selectmen on \_\_\_\_\_ provided all of the aforementioned conditions have been met.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Old Jim Days 2019

2019 will mark the 20<sup>th</sup> Old Jim Days event, a 3 day celebration of Friends, Food, and Music. This will be the last Old Jim Days party, 20 is enough.

The party will start on Friday August 9 and continue to Sunday August 11.

I am requesting a Block Party Permit from the Town of Hudson. The party is open to anyone but limited by town ordinance to not more than 99 people on site at any one time.

The normal noise curfew is 9pm. I am requesting the curfew be extended to 11pm on Friday and Saturday. On Saturday a 10 piece Funk Dance Band with a 5 piece horn section is scheduled.

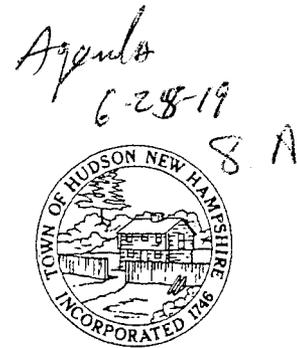
This form will be submitted to the Town of Hudson to show the majority of my neighbors do not object to the party.

Please sign below and indicate your approval or disapproval. Do not be afraid to disapprove. My cell phone number is 603 235 0416 if you need to contact me for any reason

Name	Address	Approve / Disapprove
Kenneth J Marston	7 DUGOUT ROAD	<input checked="" type="checkbox"/>
Jordan Marston	11 DUGOUT Rd	<input checked="" type="checkbox"/>
Jim Miller	9 Dugout Rd	<input checked="" type="checkbox"/>
Bill Cahill	11 Copeland	<input checked="" type="checkbox"/>
Chris Bourne	20 Copeland DRIVE	<input checked="" type="checkbox"/>
Steve Horvitz	21 Copeland Drive	<input checked="" type="checkbox"/>
JOHN INGLIS	28, COPELAND DRIVE	<input checked="" type="checkbox"/>
Moe Hussin	29 Copeland drive	<input checked="" type="checkbox"/>
Marjorie White	30 Copeland Drive	<input checked="" type="checkbox"/>
David White	35 Copeland Dr	<input checked="" type="checkbox"/>
JOSEPH FLECHETTE	32 COPELAND DR.	<input checked="" type="checkbox"/>
Michael J. Donlin	4 Copeland Dr.	<input checked="" type="checkbox"/>
Christina Milover	6 Copeland Drive	<input checked="" type="checkbox"/>
Jacob Hanley-McCarthy	1 Copeland drive	<input checked="" type="checkbox"/>
Eschel Brown	110 Barretts Hill Rd	<input checked="" type="checkbox"/>
Dan Brown	114 Barretts Hill Rd.	<input checked="" type="checkbox"/>



**TOWN OF HUDSON**  
**Office of the Town Administrator**  
12 School Street  
Hudson, New Hampshire 03051



---

Stephen A. Malizia, Town Administrator – [smalizia@hudsonnh.gov](mailto:smalizia@hudsonnh.gov) – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: June 20, 2019

Re: Town of Hudson Sewerage Leakage into Residence

Selectman Coutu requested that the attached packet of information be placed on the next Board of Selectmen's agenda. Richard and Paulette Harvey, owners of a duplex located at 3 Hedgerow Drive, had sewerage back up into the finished basements of their property on May 16, 2019. The Highway Department immediately responded to the call and cleared the blockage in the sewer line that created the backup into the Harvey's home. Our insurance carrier, PRIMEX, has a coverage limit of \$3,500 for this claim as the Town was not negligent in maintaining the sewer system in that area and responded immediately to clear the blockage which appears to be caused by a sewer connection problem with an adjoining property. The Harvey's are looking for reimbursement from the Town in the amount of \$18,264.16 (\$21,764.16 - \$3,500.00) which includes the cost of cleaning up the sewerage and replacing or repairing damaged flooring and walls. A similar case occurred in 2017 where sewerage backed up into a resident's finished basement. Our insurer PRIMEX denied that claim as the Town was not negligent in maintaining the sewer system but did pay the property owner \$3,500 under the sewer back up no fault provision of the Town's insurance. The Board of Selectmen denied that owners request for additional damages in the amount of \$19,083.78 as the Town was not negligent and the Board felt that the Town did not have any liability or responsibility to pay above the \$3,500. I have included some of the documents from that claim for the Board's information.

Should you have any questions or need additional information, please feel free to contact me. Thank you.

TO: Roger Coutu – Member, Town of Hudson, NH Board of Selectman  
FROM: Rick Harvey – Resident - Town of Hudson  
DATE: 6/1/19  
RE: **Town of Hudson Sewage Leakage into Residence**

*Rick Harvey  
Thank You!*

Hello Roger,

With respect to our previous email correspondence, I have gathered all pertinent information regarding the sewage issue that we incurred at the home addresses of 3-A and 3-B Hedgerow Dr. on the morning of Thursday May 16, 2019.

We found that town sewage had leaked in our home at 3-B and my sister's home at 3-A Hedgerow Drive. Both basements are finished on the front portions of our homes and that is where the seepages occurred. We share a common PVC sewage pipe that connects to the road system which is connected with a "y" connection at our home. That installation was inspected by Ron Gardner and approved when we built our home in 1987. We moved into our home in August of 1987. We have never had any issues with the sewage system until this day. We did not know at first what type of liquid was in our basement. We finally realized it was sewage and we called Roto-Rooter. He utilized both his clean-out hose and camera and could not find an issue. He used the sewer clean out in my basement floor, which is in the corner of the finished part of the basement. This is where the leakages had been occurring. We do not know how long this was going on for. He then decided to go to the street to lift the sewer cover and we found an almost  $\frac{3}{4}$  full basin of sewage. He advised me to call the town right away.

The town was very quick to arrive. Town DPW Director Jesse Forrence arrived with a crew and was very surprised to see the status of that sewer basin. They proceeded to empty the hole until they could see the bottom of the basin and put their camera in the basin below the clogged basin and found the issue. Jesse stated to me and my wife many times that all our bills due to this town caused problem would be taken care of. They were to return the next day to check on the problem again and decide what to do. In the mean time we hired ServPro to clean both messes in 3-A and 3-B Hedgerow Drive. When the town returned Friday the 17<sup>th</sup> they had made the decision to tear up the street and correct the problem. Overnight, that basin was once more filling up with sewage. They completed the job in one day and came back on Saturday and the following Monday, to make sure their correction was working. The street is now repaved and back to normal.

As per our email conversation I stated to you that after speaking to the town insurance company, they informed us that the town was not liable and all they could do is give us a check or \$3,500.00, which was discretionary. Between ServPro and Roto-Rooter we have already spent out of our pocket \$3,451.00 and this is without fixing our basements back to normal. The insurance company wants us to sign a waiver to receive this money to state that the town was not liable. We will not comply; the town was liable. We then spoke to Town Administrator,

Steve Malizia and he echoed the insurance company's sentiments, he said that once it was in their hands, he could not do anything. It was after that conversation I decided to reach out to you for your advice and help.

There is no doubt in our minds that the town is liable for our issues. We are looking for nothing less than having our basements restored to where they once were and that the town is fully liable for the sewage back-up issue and the costs we have incurred.

Thank you for your help in resolving this issue.

Respectfully Yours,

Rick (Richard) Harvey  
3-B Hedgerow Dr.  
Hudson, NH 03051  
Home: (603 )886-3402  
Cell: (603) 767-0477

Roger,

Primex originally sent us their settlement and had my name wrong, listed as Albert Prince. My wife called them and told them of their mistake. The second settlement offer still listed my name as Albert Prince. I am not waiting for a correct letter with my name on it. I am not sure what their issue is and why they are so incompetent.

Rick

Thanks  
Rick Wang

46 Donovan Street  
Concord, NH 03301-2624  
(603) 225-2841  
(800) 698-2364  
Fax: (603) 228-3833

May 22, 2019

*Richard Harvey*  
Paulette & ~~Albert Prince~~  
3 Hedgerow Drive  
Hudson, NH 03051

Re: Our Member: Town of Hudson *Richard Harvey*  
Claimants: Paulette & ~~Albert Prince~~  
Claim No: GL20192619004  
Date of Loss: May 16, 2019

*P*  
Dear Paulette & Albert Prince:

Please be advised that the Town of Hudson is a member of the New Hampshire Public Risk Management Exchange self insured property and liability fund. We are handling your claim.

The investigation revealed that you encountered a sewer back up in the basement of your home at 3 Hedgerow Drive, Hudson, NH 03051 on May 16, 2019.

It is our conclusion, after careful evaluation, that the Town of Hudson was unaware of the sewer line blockage and as a result the member could not foresee or prevent the loss. We take the position that the Town of Hudson is not legally liable for the damage to your home and personal property. To that end, we must respectfully deny any liability on behalf of the Town of Hudson.

The Public Entity Coverage Document that covers the Town of Hudson through Primex<sup>3</sup> states that we will pay up to Three Thousand Five Hundred Dollars (\$3,500) per claim on a discretionary basis for sewer back up claims. Please be advised that the most Primex<sup>3</sup> will be paying for this loss is Three Thousand Five Hundred Dollars (\$3,500).

This money is given with the understanding that Primex<sup>3</sup> or the Town of Hudson does not acknowledge liability against the Town of Hudson for this loss. Enclosed please find a release for you to sign and return. Upon receipt of the properly endorsed release and a copy of the ServPro invoice, I will issue you a check in the amount of \$3,500. If you choose not to sign

46 Donovan Street  
Concord, NH 03301-2624  
(603) 225-2841  
(800) 698-2364  
Fax: (603) 228-3833

the release and accept the \$3,500, the money will be given to the town for defense of this claim.

Should you have any questions, or wish to discuss this matter further, I can be reached at 1-603-225-2841 x 185.

Very truly yours,



Cassandra Sferazo  
Claims Representative

cc: Stephen Malizia, Town of Hudson

**PROPERTY DAMAGE RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) to be paid to Paulette & ~~Albert Prince~~ <sup>RICHARD HAREBY</sup>, 3 Hedgerow Drive, Hudson, NH 03051, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Town of Hudson, 12 School Street, Hudson, NH 03051, and Primex/NH Public Risk Management Exchange and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage or bodily injury, and the consequences thereof resulting or to result from the sewer back-up occurrence on or about the 16th day of May, 2019, at or near 3 Hedgerow Drive, Hudson, NH 03051.

**It is understood and agreed** that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

**The Undersigned further declare(s) and represent(s)** that no promise, inducement or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CAUTION: READ BEFORE SIGNING BELOW

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Claimant -- Paulette Prince <sup>HAREBY</sup> LS

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Claimant -- ~~Albert Prince~~ <sup>HAREBY</sup>  
<sup>RICHARD</sup> LS

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared

\_\_\_\_\_ to be known to be the person(s) named herein and who  
(Paulette & ~~Albert Prince~~) <sup>HAREBY, RICHARD</sup>  
executed the foregoing Release and \_\_\_\_\_ acknowledged to me that

(Paulette & ~~Albert Prince~~) <sup>HAREBY, RICHARD</sup>  
\_\_\_\_\_ voluntarily executed the same.

(Paulette & ~~Albert Prince~~) <sup>HAREBY, RICHARD</sup>  
My term expires \_\_\_\_\_, \_\_\_\_\_.

Notary Public

# NOTICE OF CLAIM

**SECTION 1** PLEASE COMPLETE THIS SECTION FOR ALL CLAIMS GL 2019 2619004

MEMBER TOWN OF HUDSON DEPARTMENT Public Works/Highway  
 ADDRESS 12 School Street TELEPHONE (603) 886-6024  
 Hudson NH 03051  
 PERSON TO CONTACT Jess Forrence TIME OF ACCIDENT /INCIDENT 11:40 am  
 DATE OF ACCIDENT/INCIDENT 05/17/2019  
 PREVIOUSLY REPORTED: DATE OF PREVIOUS NOTICE \_\_\_\_\_

**SECTION 2** LOSS (AUTO, SLIP/FALL, FALSE ARREST, DISCRIMINATION, ETC.)

Location of Accident	Authority Contacted:  Report #:	Violations/Citations
----------------------	---------------------------------------	----------------------

Description of Accident/Incident

**SECTION 3** MEMBER VEHICLE

Vehicle No., Year, Make, Model		V.I.N. (Vehicle Identification)	Plate No.	
Driver's Name & Address		Residence Phone	Business Phone	
Relationship to Member	Date of Birth	Driver's License No.	Purpose of Use	Used With Permission?
Describe Damage	Estimate Amount	Where Can Vehicle Be Seen?	When?	Other Insurance On Vehicle

**SECTION 4 PROPERTY DAMAGE (NON-MEMBER) GENERAL LIABILITY/AUTO LIABILITY**

Describe Property Damaged (auto or other--be specific) main sewer line in the street backed up into their basement  <i>- Attachment -</i>	Other Veh/Prop Ins. Co., or Agency Name & Policy #	
Owner's Name & Address Paulette & Albert Prince 3 Hedgerow Drive Hudson, NH, 03051	Business Phone	Residence Phone 603-455-2544
Other Driver's Name & Address	Business Phone	Residence Phone
Describe Damage in Detail Public Works found the main sewer line in the street backing up and did try flush the main line but not correcting the problem. Public Works TVed the main sewer line finding a problem with the house service at # 2 Hedgerow that was installed in 1987 and missed at that time this did cause the main line to back up in to cellar of #3 Hedgerow. The Public Works did repair the service at #2 the following Day 5/18/19.	Estimate Amount	Where Can Damage Be Seen? 3 Hedgerow Drive

**SECTION 5 INJURED (GENERAL LIABILITY-AUTO LIABILITY)**

Name & Address	Phone #	PED	Mem. Veh.	Other Veh.	Age	Extent of Injury

**SECTION 6 WITNESS OR PASSENGERS**

Name & Address	Phone #	Mem. Veh.	Other Vehicle	Other (Specify)

**SECTION 7 LOSS OF, OR DAMAGE TO MEMBER PROPERTY (OTHER THAN AUTO)**

Location of Loss	Police or fire department reported to:
Kind of Loss (Fire, Wind, Explosion, etc.)	Probable amount entire loss:
Description of Loss & Damage	

Sewage Backup  
16-May-19  
3A & 3B Hedgerow Drive, Hudson, NH

**Paid to date:**

Rotor Rooter	\$	599.00
ServPro	\$	2,852.66
<b>Total Clean-up</b>	<b>\$</b>	<b>3,451.66</b>

**Estimate Repair:**

ADHCO LLC - Repair		
3A	\$	7,500.00
3B	\$	7,500.00
Flooring and Carpeting - material only		
3A	\$	1,700.00
3B	\$	1,612.50
<b>Total Estimate Repair</b>	<b>\$</b>	<b>18,312.50</b>
<b>Total Clean-up and Repairs</b>	<b>\$</b>	<b>21,764.16</b>

RECEIVED  
JUN 18 2019  
TOWN OF HUDSON  
SELECTMENS OFFICE



**1-800-GET-ROTO (438-7686)**

**SAVE THIS INVOICE FOR YOUR GUARANTEE**  
SEE BINDING TERMS ON REVERSE

DATE OF SERVICE: M / D / Y. LOCATION: Brookfield

SERVICE TECHNICIAN'S NAME: # 1018

**INVOICE NO.** 85916

SEWER & DRAIN  PLUMBING  PUMPING   
INDUSTRIAL  EXCAVATION  DRAIN TILE

CUSTOMER CLASS  
 RESIDENTIAL  COMMERCIAL

CUSTOMER NAME: ... CUSTOMER NO.: ...

SERVICE ADDRESS: ... APT. NUMBER: ... FEDERAL I.D. #: ...

CITY: ... STATE/PROVINCE: ... ZIP/POSTAL: ... CUSTOMER PHONE NO.: ... P.O. NUMBER/AUTHORIZATION: ...

BILLING ADDRESS (IF DIFFERENT FROM SERVICE ADDRESS): ... CITY: ... STATE/PROVINCE: ... ZIP/POSTAL: ...

REPAIR CODE	ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____). Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.)	\$ AMOUNT
	<u>...</u>	<u>...</u>
	<u>...</u>	<u>...</u>

**WORK ORDER AUTHORIZATION** I authorize the services indicated and agree to pay the amounts specified. I have read and agree to the terms on the reverse side, including the limits on Roto-Rooter's responsibility specified in those terms.

(SIGNATURE) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_

CHANGES TO ESTIMATE	ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED (Use additional invoice if needed to describe changes)	
I authorize these changes	<u>...</u>	
	<u>...</u>	

**COMMENTS**  
...

**COMPLETION** I acknowledge completion of the above described work which has been done to my complete satisfaction.

(SIGNATURE) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_

(E-MAIL ADDRESS) \_\_\_\_\_  
Send plumbing tips, product/services information and coupons via email.

LABOR \$ \_\_\_\_\_  
PARTS \$ \_\_\_\_\_  
PRODUCTS \$ \_\_\_\_\_  
OTHER \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
TAX \$ \_\_\_\_\_  
INVOICE TOTAL \$ 5377.00

**PAYMENT**

CASH  CHECK NO. \_\_\_\_\_ \*  CREDIT CARD  NET 10 DAYS

**OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH \*** In the event check is returned, the CUSTOMER is responsible for all related bank fees.

NEXT VISIT

**PLEASE PAY FROM THIS INVOICE**

RESIDENTIAL GUARANTEE		COMMERCIAL GUARANTEE	
LABOR		LABOR	
<input type="checkbox"/> Main/Branch Lines	6 months	<input type="checkbox"/> Main/Branch Lines	30 days
<input type="checkbox"/> Toilet Auger	7 days	<input type="checkbox"/> Toilet Auger	24 hours
<input type="checkbox"/> Plumbing Repair	6 months	<input type="checkbox"/> Plumbing Repair	90 days
<input type="checkbox"/> Plumbing Replacement	1 year	<input type="checkbox"/> Plumbing Replacement	90 days
<input type="checkbox"/> Extended Guarantee	1 year		
REASON FOR NO GUARANTEE			

Rely on the experts at Roto-Rooter for complete plumbing and drain services. Call **1-800-GET-ROTO (438-7686)**.

Visit us at [rotorooter.com](http://rotorooter.com) for coupons, helpful hints and more. Complete our customer survey at: [rotorooter.com/contact-us/customer-survey](http://rotorooter.com/contact-us/customer-survey).

And, follow us online for news, timely updates, and other plumbing and drain information.

- [facebook.com/rotorooter](https://facebook.com/rotorooter)
- [twitter.com/rotorooter](https://twitter.com/rotorooter)
- [rotorooter.com/blog](http://rotorooter.com/blog)
- [youtube.com/rotorootertv](https://youtube.com/rotorootertv)

(Service Technician's Signature) \_\_\_\_\_

Roto-Rooter  
Terms and Conditions

The following terms apply to all work performed by Roto-Rooter or its affiliates ("us") for the customer indicated on the front of our invoice ("you").

1. Your Responsibilities. You agree to (a) remove any hazards, obstructions or dangerous conditions around the job site not caused by our work, (b) limit access to the job site so that people not working on our job are not exposed to dangerous conditions relating to our job, (c) place appropriate warnings to warn of dangerous conditions when we are not on the job site, and (d) provide us with adequate access.

2. Exceptions to Our Responsibilities. We are not responsible for (a) personal injury, property damage or other damage or loss to you or others arising out of our work, except to the extent caused by our negligence or failure to perform the work in accordance with the contract between us; (b) defective, damaged, or deteriorated lines, mold, lead piping, or other unexpected or undisclosed conditions, and the consequences of such conditions, including delays, broken fixtures or lines, and lodged equipment (if we encounter such a condition, we may stop work, and you will pay us a reasonable charge for the work performed); (c) the time required to complete our work with reasonable diligence; (d) unless explicitly stated in writing, any damage necessary to complete our work, including damage to landscaping, walls, painting, tile or concrete or similar items; (e) damage caused by the removal of any clean out, drain cover or cap; or (f) tasks we perform in accordance with your specific instructions.

3. Release and Hold Harmless. You release us from (and if you are a commercial customer, you will defend and indemnify us and hold us harmless against) all damages, claims, demands, settlements, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, allegedly arising out of (a) breach of your responsibilities under paragraph 1, or (b) matters for which we disclaim responsibility under paragraph 2.

4. Our Guarantee. If we provide a parts or equipment guarantee, as your exclusive remedy, we will give you the benefit we receive, if any, under the manufacturer's warranty. If we provide a service guarantee, it covers only drainage failures in the line serviced, and defective plumbing workmanship, during the guarantee term. As our exclusive remedy under our service guarantee, we will, at our option, either do the work again at no labor cost or refund your payment. Guarantees do not apply to problems arising out of main sewer line backup or improper, abnormal or unanticipated use or conditions. Except as explicitly stated in writing, we are not giving any guarantees or making any warranties. WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You may transfer a guarantee of plumbing repair or replacement to a person who purchases the property, but you may not transfer a drain cleaning or toilet auger guarantee. Your transferee must present the warranty claim to Roto-Rooter at the time we perform our work. For problems or inquiries, you should contact our General Manager at the phone number listed on the front of our invoice.

5. Limitation of Damages. Our liability to you for any claim arising out of our work on any job (other than a claim permitted by these terms for personal or bodily injury) will in no event exceed three times the amount you actually pay us for the work on that job. EXCEPT FOR A CLAIM PERMITTED BY THESE TERMS FOR PERSONAL OR BODILY INJURY OR PROPERTY DAMAGE, YOU WAIVE ANY RIGHT TO RECOVER INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR DELAY DAMAGES.

6. Overdue Amounts. If you fail to pay us any amount when due, we will charge you interest on the amount due at the rate of 1.5% per month (but not exceeding the highest rate legally permissible). In the event check is returned, you are responsible for all related bank fees. You will reimburse us for the reasonable attorneys' fees we incur in all stages of collection.

7. General. These terms are part of our contractual agreement and will prevail over any inconsistent terms in any other agreement between us, including the terms of any purchase order, and may be modified only in a written instrument signed by both of us which specifically refers to the provisions to be modified. If any of these terms is held invalid or unenforceable, the remaining provisions will not be affected and will continue to apply.

8. Nondiscrimination. We will abide by the requirements of 41 CFR SS 60-1.4(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that we take affirmative action to employ and advance in employment qualified individuals with disabilities, regardless of their race, national origin or disability.

**HOW TO RESOLVE A PROBLEM**

- Contact the manager at your local Roto-Rooter office.
- The manager may be reached at the phone number printed on the front of this invoice.



Servpro of Derry Londonderry

PO Box 1282  
Londonderry NH 03053

# Invoice

Date	Invoice #
5/21/2019	0772019

Tax ID: 81-1658016

Bill To
Paulette Harvey 3 Hedgerow Dr Hudson NH 03051

Terms

Description	Qty	Rate	Amount
Water loss remediation.		2,852.66	2,852.66
		<b>Total</b>	\$2,852.66
		<b>Payments/Credits</b>	-\$500.00
		<b>Balance Due</b>	\$2,352.66

**PAID**  
5/22/19  
*Thank you!*

**office@servproderrylondonderry.com**

---

**From:** SERVPRO OF LONDONDERRY <notifications@paytrace.com>  
**Sent:** Wednesday, May 22, 2019 10:19 AM  
**To:** Office@servproderrylondonderry.com  
**Subject:** SERVPRO OF LONDONDERRY Transaction Receipt - Reference Number 265410393

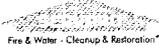
SERVPRO OF LONDONDERRY  
12 LIBERTY DR  
LONDONDERRY, NH 03053  
6034323221  
5/22/2019 10:18:53 AM

Reference Number: 265410393  
Total: \$2,352.66  
Transaction Type: Sale  
Transaction Status: Pending Settlement  
Card Brand: Visa  
Card Number: xxxxxxxxxxxx7748  
Entry Method: Keyed  
Approval Code: 08434D  
Approval Message: EXACT MATCH  
AVS Result: Full Exact Match  
Customer Name: Paulette Harvey

X

\_\_\_\_\_

Please sign here to agree to payment.



## Servpro of Derry/Londonderry

---

22 Manchester Rd Unit 9  
Derry NH 03038  
603-432-3221  
Office@ServproDerryLondonderry.com  
TAX ID: 81-1658016 Franchise #10535

Insured: Paulette Harvey  
Property: 3 Hedgerow Dr  
Hudson, NH 03051

Home: (603) 886-3402  
E-mail: p.harvey1@comcast.net

Estimator: Josh Lyndes  
Company: Servpro of Derry Londonderry  
Business: 22 Manchester Rd Unit 9  
Derry, NH 03038

Business: (603) 432-3221  
E-mail: office@servproderrylondonderry.com

**Claim Number:** SELF PAY

**Policy Number:** SELF PAY

**Type of Loss:** Sewage

Date of Loss: 5/16/2019 12:00 AM  
Date Inspected: 5/16/2019

Date Received: 5/16/2019 12:52 PM  
Date Entered: 5/16/2019 3:17 PM

Price List: NHMA8X\_MAY19  
Restoration/Service/Remodel  
Estimate: HARVEY\_PAULETTE

Customer called to advise she had a sewage back up due to the main sewer line from the city clogged. She owns both sides of the duplex and both basement rooms are affected, one room each side with carpet and pad affected.



## Servpro of Derry/Londonderry

22 Manchester Rd Unit 9  
Derry NH 03038  
603-432-3221  
Office@ServproDerryLondonderry.com  
TAX ID: 81-1658016 Franchise #10535

### HARVEY\_PAULETTE

#### Basement 3A

##### Basement A

Subroom: Stairs1 (2)

Subroom: Stairs (1)

Height: 7' 3"

Height: 10' 2"

Height: 12' 6"

##### DESCRIPTION

##### QTY

24. Content Manipulation charge - per hour To move contents to begin mitigation services.	1.00 HR
11. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	263.33 SF
12. Tear out wet carpet pad, cut/bag - Category 3 water	263.33 SF
13. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	40.00 SF
23. Tear out baseboard and bag for disposal - up to Cat 3	18.00 LF
14. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	18.00 LF
15. Tear out and bag wet insulation - Category 3 water	36.00 SF
16. Air mover (per 24 hour period) - No monitoring 3 air movers x 1 day of drying	3.00 EA
17. Dehumidifier (per 24 hour period) - Large - No monitoring 1 Dehumidifier x 1 day of drying	1.00 EA
18. Apply anti-microbial agent to more than the floor	299.33 SF

#### Basement 3B

##### Basement B

Subroom: Stairs3 (2)

Subroom: Basement B (1)

Height: 7' 3"

Height: 10' 3"

Height: 11' 11"

##### DESCRIPTION

##### QTY

26. Content Manipulation charge - per hour To move contents to begin mitigation services.	1.00 HR
4. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	259.75 SF
6. Tear out wet carpet pad, cut/bag - Category 3 water	259.75 SF
7. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	40.00 SF
22. Tear out baseboard and bag for disposal - up to Cat 3	28.00 LF
9. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	28.00 LF
10. Tear out and bag wet insulation - Category 3 water	56.00 SF
19. Air mover (per 24 hour period) - No monitoring 3 air movers x 1 day of drying	3.00 EA
20. Dehumidifier (per 24 hour period) - Large - No monitoring	1.00 EA



**Servpro of Derry/Londonderry**

22 Manchester Rd Unit 9  
 Derry NH 03038  
 603-432-3221  
 Office@ServproDerryLondonderry.com  
 TAX ID: 81-1658016 Franchise #10535

**CONTINUED - Basement B**

DESCRIPTION	QTY
1 Dehumidifier x 1 day of drying	
21. Apply anti-microbial agent to more than the floor	315.75 SF

**Job**

DESCRIPTION	QTY
1. Emergency service call - during business hours	1.00 EA
3. Equipment setup, take down, and monitoring (hourly charge)	3.50 HR
27. Add for personal protective equipment - Heavy duty 3 protective suits used on project	3.00 EA
8. Haul debris - per pickup truck load - including dump fees	1.00 EA

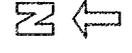
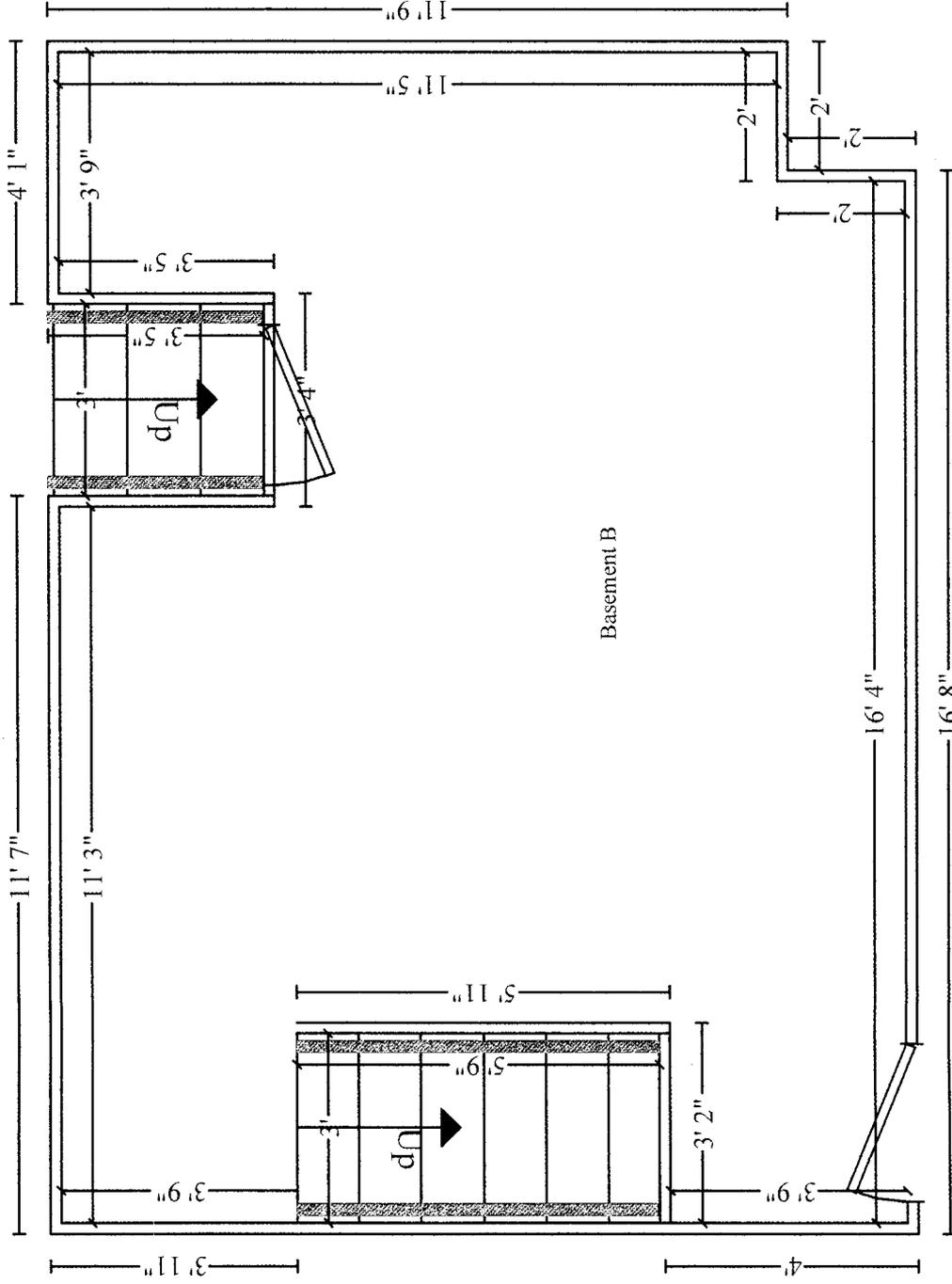
Grand Total \$2,852.66

Josh Lyndes

**Grand Total Areas:**

1,328.97 SF Walls	479.41 SF Ceiling	1,808.38 SF Walls and Ceiling
523.07 SF Floor	58.12 SY Flooring	178.95 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	184.00 LF Ceil. Perimeter
523.07 Floor Area	506.09 Total Area	744.83 Interior Wall Area
881.04 Exterior Wall Area	110.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





# ADHCO LLC

# ESTIMATE

655 Elm Street  
Manchester, NH 03101

DATE 5-28-19

TO  
Paulette and Richard Harvey  
3A and 3B Hedgerow DR.  
Hudson, NH 03051

Basement damage

## Description

## Amount

- Remove damaged flooring.
- Remove damage ceiling.
- Remove damaged sheetrock.
- Re- insulate walls.
- Sheetrock, Tape, Paint.
- Remove and replace stair carpet.
- Re- install floor.
- Re- install ceiling.
- Remove trash and debris.
- Replace doors, casing and trim.

**The estimate is per unit**

Total per unit

**\$7500.00**

Make all checks payable to ADHCO LLC  
Payment is due upon receipt.

If you have any questions contact Don McCloe | 603-384-0082 | dmccloe2015@gmail.com

THANK YOU FOR YOUR BUSINESS!

# Federal Carpet

1 Ennell Street Ext.  
Lowell, MA 01850  
(978) 453-0005  
FAX (978) 452-2277

## SALES SLIP

NAME Rick & Pamela Henry  
STREET 24 Main St  
CITY Lowell STATE MA ZIP 01850  
TELEPHONE (978) 453-2277

DATE 5/10/19  
SALESMAN [Signature]

CASH  MC/VISA  CHECK   
CHECK # \_\_\_\_\_

QUANTITY	STOCK	LOC.	DESCRIPTION	COLOR	YARDS	@	AMOUNT
1			District 10000 114	T60	40	35	1400.00

BINDING:  
OTHER:

**OFFICE USE:**  
**PICK UP** Loc.: \_\_\_\_\_ Date: \_\_\_\_\_  
 MEASURE Time & Date: 5/10/19 11:00  
 INSTALL DATE: \_\_\_\_\_ INSTALLER: \_\_\_\_\_  
**BINDING CUTS** Date Needed \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**  
Change to 10000 114  
10000 114  
10000 114  
10000 114  
10000 114

Subtotal	1700.00
Tax	
Total	1700.00
<del>Balance</del>	
Pmt. & Date	
Balance	
Pmt. & Date	
Balance	

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL IN ORIGINAL CONDITION WITHIN 3 WORKING DAYS.  
 \* Labor part of contractor's estimate

**NO CANCELLATION OF SALE AFTER CARPET IS CUT**

**BALANCE OF MATERIALS MUST BE PAID PRIOR TO LEAVING STORE**

CUSTOMER SIGNATURE \_\_\_\_\_

# Federal Carpet

1 Ennell Street Ext.  
Lowell, MA 01850  
(978) 453-0005  
FAX (978) 452-2277

## SALES SLIP

NAME Rick & Thelma Harvey  
STREET 38 Johnson St  
CITY Lowell STATE MA ZIP 01850  
TELEPHONE (978) 452-2277

DATE 1/30 2019  
SALESMAN Tom

CASH	MC/VISA	CHECK
		CHECK #

QUANTITY	STOCK	LOC.	DESCRIPTION	COLOR	YARDS	@	AMOUNT
1			Grey AC	Grey	42	2.57	1080.00
			Red				
			White		42	7.14	300.00
BINDING:							
OTHER:							

**OFFICE USE:** PICK UP Loc.: \_\_\_\_\_ Date: \_\_\_\_\_

MEASURE Time & Date: 5/22/19

INSTALL DATE: \_\_\_\_\_ INSTALLER: \_\_\_\_\_

**BINDING CUTS** Date Needed \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

At end of driveway carpet

all done

When it is done, please

bring me a photo of

the work so we can

confirm it is correct

Subtotal 1400.00

Tax \_\_\_\_\_

Total 1400.00

\* Labor 250.00

Balance 1150.00

Pmt. & Date \_\_\_\_\_

Balance \_\_\_\_\_

Pmt. & Date \_\_\_\_\_

Balance \_\_\_\_\_

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL IN ORIGINAL CONDITION WITHIN 3 WORKING DAYS.

\* Labor part of contractor's estimate

**NO CANCELLATION OF SALE AFTER CARPET IS CUT**

**BALANCE OF MATERIALS MUST BE PAID PRIOR TO LEAVING STORE**

CUSTOMER SIGNATURE

*Prison Claim*  
*2017*

Bow Brook Place  
46 Donovan Street  
Concord, NH 03301-2624  
  
(603) 225-2841  
(800) 698-2364  
  
www.nhprimex.org

July 10, 2017

████████████████████  
██████████ Belknap Road  
Hudson, NH 03051

Re: Our Member: Town of Hudson  
Claim No: GL2017-2598186  
Date of loss: February 9, 2017  
Location: ██████████ Belknap Road

Dear Mr. ██████████:

Town of Hudson is a member of the New Hampshire Public Risk Management Exchange (Primex3) property and liability program. Primex3 is a public entity risk pool. This correspondence is in relation to the sewage backup that occurred into your residence at ██████████ Belknap Road in Hudson, NH on February 9, 2017.

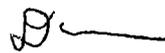
Please be advised that as a good will gesture on the part of Primex, we will reimburse you for the cost of the repairs in the amount of \$3,500.00 under the discretionary sewer back up no fault provision of the Town of Hudson's membership agreement, subject to all applicable terms, conditions and limitations in exchange for a release of all claims.

**In the interests of resolving your claim in a timely manner, Please review and execute the enclosed release within 30 days of receipt. If Primex does not receive the executed release of all claims, the offer above will be rescinded.**

Any and all such payments are made without regard to liability, and in no way constitute an admission of liability.

If you have any questions, please do not hesitate to call me at (800) 698-2364 ext. 113 or (603) 410-2113.

Very truly yours,



David Bullock, SCLA  
Claims Consultant

Cc: Stephen Malizia, Town Administrator, Town of Hudson (via electronic correspondence)

Paula Claim  
2017

Claim Number: GL2017-2598186

**RELEASE OF ALL CLAIMS**

KNOW ALL MEN BY THESE PRESENTS: That the Undersigned, being of lawful age, for the sole consideration of \$3,500.00, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Town of Hudson and their, agents, servants, successors, heirs, executors, administrators and all other associated persons, firms corporations, associations or partnerships ("Releasees") of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation for any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage, and the consequences thereof, which the Undersigned now has/have or which may hereafter accrue on account of or in any way relating to or arising out of the incident, casualty or event involving Undersigned which occurred on or about the day of February 9, 2017 to present at or near Hudson, New Hampshire, and which allegedly resulted in damages to Undersigned's property.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Releasees, and that said Releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The Undersigned hereby declare(s) and represent(s) that the damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the Undersigned rely(ies) wholly upon the Undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The Undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The Undersigned also specifically holds Releasees harmless and agrees to indemnify Releasees from any and all liens incurred or imposed as a result of said accident.

Undersigned represents and warrants that they have consulted or had ample opportunity to consult legal counsel of their choosing, and that he/she signs this free from any duress, coercion or other condition of any sort that could impair their judgment or free will in any way.

Claimant acknowledges and agrees that this Release may be kept on file at the municipal clerk's office and made available for public inspection, if required by N.H. RSA 507:17 and N.H. RSA 91-A:4 (VI).

Except as set forth above, Claimant acknowledges and agrees that this Release and its terms and conditions are otherwise confidential pursuant N.H. RSA 5-B:7. Claimant agrees not to publicly disclose, publish, or otherwise distribute, directly or indirectly, any information concerning this Release, the Claims, or the settlement of the Claims, to any person or entity in the general public, except (1) as required by law; and (2) for specific professional investment planning and tax advice. If any person or entity makes inquiry of Claimant concerning this Release, the Claims, or the settlement of the Claims, Claimant may respond to any such inquiries with the following, "I have no comment." or "The matter has been resolved."

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature LS

\_\_\_\_\_  
Witness/Printed Name

\_\_\_\_\_  
Signature LS

Prison Claim  
2017



RECEIVED

MAY 23 2017

TOWN OF HUDSON  
SELECTMEN'S OFFICE

May 23, 2017

Stephen A. Malizia, Town Administrator  
Town of Hudson  
12 School Street  
Hudson, NH 03051

RE: [REDACTED] and [REDACTED] Belknap Road, Hudson, NH

Dear Steve:

I have reviewed Attorney Shepard's demand for payment on behalf of [REDACTED] and [REDACTED] regarding the damage to their property. I have also reviewed Attorney Bullock's letter on behalf of Primex. My thoughts are as follows.

While I am very sympathetic for the [REDACTED], there is nothing in Attorney Shepard's letter to lead me to believe that the Town is at fault. My recommendation would be to send Attorney Shepard a letter stating that in the absence of any indication of fault by the Town, the Town cannot authorize a payment to his clients in the amount being demanded. I would be inclined to suggest to Attorney Shepard that if he is aware of any reason why the Town is at fault, perhaps he could share that information with the Town, and the Town would be open to reconsidering his demand. I would reiterate the no-fault settlement offer of \$3,500.00 previously extended by Primex. I would also be careful to run any proposed communication through Primex for approval prior to sending it to Attorney Shepard.

In terms of the letter from Primex, it would appear to me that Primex will provide defense coverage in the event of fault-based claims. As a practical concern, if a lawsuit were filed against the Town, it would have to be fault-based. The [REDACTED] would have to allege some fault on the part of the Town in order to bring a lawsuit. Accordingly, barring some other exclusion to coverage, I think Primex would in all likelihood end-up defending the case, even if the actual merits of the case were questionable, and if a suit is filed, I suspect that Primex would have the ability to settle for more than \$3,500.00.

Sincerely,

TARBELL & BRODICH, P.A.

By: David E. LeFevre, Esq.  
e-mail: dlefevre@tarbellpa.com

Eaton W. Tarbell, Jr.  
Nicholas Brodich  
Shane R. Stewart  
Eaton W. Tarbell, III  
Friedrich K. Moeckel\*  
James F. Pross\*\*  
David E. LeFevre

All Attorneys admitted  
in New Hampshire  
or as otherwise designated.

\*Also admitted in Massachusetts  
\*\*Admitted in Maine only

Reply to:  
Concord, NH Office  
45 Centre Street  
Concord, NH 03301

1-877-898-1135  
603-226-3900 Tel  
603-225-5398 Fax

Auburn, ME Office  
86 Main Street, Suite 203  
Auburn, ME 04210

207-333-6005 Tel  
207-333-6006 Fax



**TOWN OF HUDSON**  
**Office of the Town Administrator**  
12 School Street  
Hudson, New Hampshire 03051

*Prion  
Claim  
2017*

*[Handwritten signature]*  
5-23-17



Stephen A. Malizia, Town Administrator – smalizia@hudsonnh.gov – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen

From: Steve Malizia, Town Administrator *[Handwritten mark]*

Date: May 18, 2017

Re: ~~Belknap Road~~ - Belknap Road

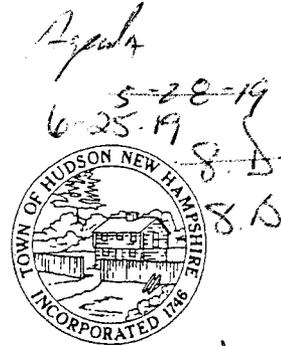
Attached please find a demand letter from Attorney Robert Shepard on behalf of his clients, ~~\_\_\_\_\_~~ and ~~\_\_\_\_\_~~, owners of ~~\_\_\_\_\_~~ Belknap Road. The ~~\_\_\_\_\_~~ had sewerage back up into their finished basement on February 9, 2017. The Highway Department immediately responded to the call and cleared the blockage in the sewer line that created the backup into the ~~\_\_\_\_\_~~ home. As the blockage was in the sewer line in the street and not on their property, the ~~\_\_\_\_\_~~ insurance carrier has denied their claim for cleanup and damage expenses. Our insurance carrier has a coverage limit of \$3,500 for this claim as the Town was not negligent in maintaining the sewer system in that area and responded immediately to clear the blockage which appears to be caused by an excessive amount of personal hygiene wipes being flushed into the system. The demand is for \$19,083.78 which includes the cost of cleaning up the sewerage and replacing damaged flooring, walls and cabinetry. I bring this forward for the Board's discussion and consideration as Attorney Shepard has raised the issue of litigation if the demand is not met.

Should you have any questions or need additional information, please feel free to contact me. Thank you.

*Consensus of BOS to do nothing. Let them file suit*



**TOWN OF HUDSON**  
**Office of the Town Administrator**  
 12 School Street  
 Hudson, New Hampshire 03051



Stephen A. Malizia, Town Administrator – smalizia@hudsonnh.gov – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen  
 From: Steve Malizia, Town Administrator  
 Date: May 21, 2019  
 Re: Planning Department Fees - Advertising



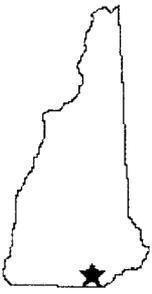
*cc-Planning*  
*- public notice for HCN*  
*✓ Done by 5-30-19*

Attached please find a request from Town Planner Brian Groth to increase the Advertising Fee under the Planning Department Fees in the Town Code Chapter 205-7, Planning Department Fees. This is a pass through cost and it covers the cost to advertise public notices for subdivisions and site plans. The current fee is set at \$40.00 and based on current costs, should be set at \$80.00. Should the Board of Selectmen agree to increase the advertising fee, a public hearing is required. The following motion would be appropriate:

Motion: To send the proposed fee increase for Chapter 205-7 Planning Department Fees, Advertising (from \$40 to \$80) to a public hearing on June 25, 2019.

Should you have any questions or need additional information, please feel free to contact me.

Motion by Selectman Martin, seconded by Selectman McGrath, to send the proposed fee increase for Chapter 205-7 Planning Department Fees, Advertising (from \$40 to \$80) to a public hearing on June 25, 2019, carried 5-0.



# TOWN OF HUDSON

## Planning Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

### MEMORANDUM

**To:** David Morin, Chairman and Member of the Board of Selectmen  
**From:** Brian Groth, Town Planner  
**Date:** April 18, 2019  
**RE:** Request for Application Advertising Fee Increase



On behalf of the Planning Department staff, I would like to respectfully ask the Board of Selectman to consider increasing the Advertising Fee on all Planning Board Applications.

Currently, we charge applicants \$40.00 per application to advertise in the Hudson Litchfield News. Brooke Dubowik, Planning Administrative Aide II, has reviewed the invoice fees over the last twelve months, finding the average cost to advertise with the Hudson Litchfield News is \$79.25 per application (See Attached Spreadsheet). To my knowledge, this fee has not been increased since 2012. The current fee structure is essentially causing the taxpayers to subsidize Planning Board applications. This fee is also only collected once, at the time of application submission. If for any reason the application gets deferred to another public hearing, the applicant currently does not pay to readvertise. This also is costing the taxpayers to subsidize Planning Board applications. To cover the additional fees, we would also like to add the wording "per notification, per hearing" to the Advertising Fee Schedule.

We ask for your consideration in approving both the increase of the Advertising Fee to \$80.00, as well as adding the wording "per notification, per hearing", as of April 23, 2019, to ensure all expenses are covered by the applicant, and not the Town.

Respectfully Submitted,

Brian Groth  
Town Planner

Cc: Planning Board Members  
Brooke Dubowik – Planning Admin Aide

Town of Hudson, NH  
Tuesday, May 21, 2019

## Chapter 205. Fees

### § 205-7. Planning Department fees.

Planning Department fees are set as follows:

A. Application for subdivision plan review.

(1) Review fees.

(a) One hundred seventy dollars per lot, plus:

[1] Consultant review fee: Linear feet of roadway (including cul-de-sac); length of roadway: \$1.25 per foot or \$800, whichever is greater. This is an estimate for the cost of consultant review. The fee is expected to cover the amount. A complex project may require additional funds. A simple project may result in a refund.  
[Amended 7-9-2002]

[2] Legal fees. The applicant shall be charged attorney costs billed to the Town for the Town Attorney's review of any application plan set documents.

(b) Lot line relocation: \$340 for the first two lots, plus \$170 per each additional lot.

(c) Conceptual review only: \$100.

(d) Zoning Board of Appeals input only: \$100.

(e) GIS fee (flat fee):  
[Added 8-9-2005]

[1] For two to seven lots: number of lots times \$60, plus \$25 (minimum \$145).

[2] For eight lots or more: minimum \$650.

(2) Postage. Current certified mail postage rate per abutter to the proposed site plan and current first class postage rate per property owner within 200 feet of the proposed site plan.  
[Amended 7-9-2002]

(3) Advertising (~~public notice~~) for all subdivisions: ~~\$40.~~ \$80  
(per notification, per hearing)

(4) Recording fees.

(a) The applicant shall pay the costs of recording the final plan layout prior to final subdivision recording, in accordance with fees established by the county.

[1] Recording of plan: \$24 per sheet, plus a surcharge of \$2 per plan.

[2] Easements/agreements (if applicable): \$10 for the first sheet; \$4 for each sheet thereafter, plus a surcharge of \$2 per document, plus first class return postage rate.

(b) Please note: Recording fees shall be computed when plans are finalized for recording. Recording fees must be paid by the applicant prior to recording.

(c) The applicant shall be responsible for all fees incurred by the Town for processing and review

of the applicant's application plan and related materials. All such fees must be paid prior to recording.

- (5) Cost allocation procedure amount contribution and other impact fee payments: to be determined by vote of the Planning Board and paid by the applicant prior to issuance of building permit.
- (6) Subdivision plan review application schedule of fees was approved by the Planning Board June 26, 1996. On August 14, 1996, the Planning Board made fees schedule effective September 1, 1996.

B. Application for site plan review.

(1) Review fees.

(a) Fees established.

Site Plan Use	Fee
Multifamily	
3 to 50 units	\$105 per unit
Each additional unit over 50	\$78.50 per unit
Commercial/semipublic/ civic/recreational	
First 100,000 square feet of building area	\$157 per 1,000 square feet
Each 1,000 square feet thereafter	\$78.50 per 1,000 square feet
Industrial	
First 100,000 square feet of building area	\$105 per 1,000 square feet
Each 1,000 square feet thereafter	\$78.50 per 1,000 square feet
No buildings	\$30 per 1,000 square feet of proposed developed area

(b) Plus consultant review fee: total acres of disturbed area, acres: \$600 per acre or \$1,000, whichever is greater. This is an estimate for the cost of consultant review. The fee is expected to cover the amount. A complex project may require additional funds. A simple project may result in a refund.

[Amended 7-9-2002]

(c) Legal fees. The applicant shall be charged attorney costs billed to the Town for Town's attorney review of any application plan set documents.

(d) Conceptual review only: \$100.

(e) Zoning Board of Appeals input only: \$100.

(f) GIS fee (flat fee): \$550.

[Added 8-9-2005]

(2) Postage. Current certified mail postage rate per abutter to proposed site plan and current first class postage rate per property owner within 200 feet of proposed site plan.

[Amended 7-9-2002]

(3) Advertising (public notice) for all site plans: ~~\$40~~ \$80  
(per notification, per hearing)

(4) Recording fees.

(a) The applicant shall pay the costs of recording the final site plan layout prior to final site plan approval, in accordance with fees established by the county.

[1] Recording of plan: \$24 per sheet, plus a surcharge of \$2 per plan.

[2] Easements/agreements (if applicable): \$10 for the first sheet; \$4 for each sheet

thereafter, plus a surcharge of \$2 per document, plus first class return postage rate.

- (b) Please note: Recording fees shall be computed when plans are finalized for recording. Recording fees must be paid by the applicant prior to recording.
- (c) The applicant shall be responsible for all fees incurred by the Town for processing and review of the applicant's application plan and related materials. All such fees must be paid prior to recording.
- (5) Cost allocation procedure amount contribution and other impact fee payments: to be determined by vote of the Planning Board and paid by the applicant prior to issuance of building permit.
- (6) Site plan review application schedule of fees approved by the Planning Board August 14, 1996, effective September 1, 1996.

# Advertising Fees - Planning Board

(12 Month Period)

Invoice#	Date	Amount	# Agenda Items
206505	3/30/2018	\$196.00	3
300116	4/13/2018	\$145.00	1
300398	5/11/2018	\$183.75	1
300607	6/1/2018	\$196.00	3
300760	6/15/2018	\$257.25	4
300839	6/29/2018	\$171.50	2
301248	8/10/2018	\$208.25	4
301437	8/31/2018	\$281.75	5
301564	9/14/2018	\$208.25	3
301812	10/12/2018	\$220.50	3
302007	11/2/2018	\$196.00	3
302309	11/30/2018	\$220.50	2
302716	2/1/2019	\$153.13	1
302964	3/1/2019	\$202.13	2
303086	3/15/2019	\$171.50	1

15 Invoices

\$3,011.51

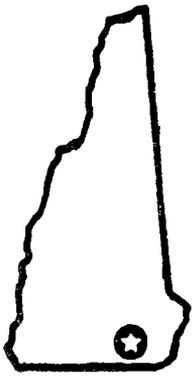
38

Average Cost Per Item \$79.25 (\$3011.51/38)

Currently Charging \$40.00 Per Item

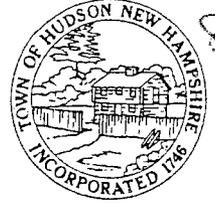
Average **Loss** Per Application \$39.25

Last fee increase was **2012**



**TOWN OF HUDSON**  
**Office of the Town Administrator**  
12 School Street  
Hudson, New Hampshire 03051

Agenda  
6-25-19  
S.C.

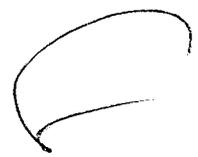


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Stephen A. Malizia, Town Administrator – [smalizia@hudsonnh.gov](mailto:smalizia@hudsonnh.gov) – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen

From: Steve Malizia, Town Administrator



Date: June 19, 2019

Re: Involuntarily Merged Lot Application – 16 Robinson Road, Map 144, Lot 002

Attached please find an Application for Restoration of Involuntarily Merged Lots Pursuant to RSA 674:39-aa from the owner of 16 Robinson Road, Map 144, Lot 002 seeking to unmerge 19 parcels on Robinson Road, Robinson Pond Drive and Cove Point Road. The Chief Assessor, Town Planner and Zoning Administrator have reviewed the application, and available Town records. Based on their research, they have come to the conclusion that the property owner voluntarily merged the lots by their own action and as such the lot lines have been voluntarily abandoned. Attorney Lefevre has reviewed the Town staff's research and concurs with their conclusion that the application should be denied. Should the Board of Selectmen vote to accept the recommendation from Town staff and Attorney Lefevre that the Application should be denied, the following motion is appropriate:

***Motion: To deny the Application for Restoration of Involuntarily Merged Lots Pursuant to RSA 674:33-aa for property located at 16 Robinson Road, Map 144, Lot 002.***

Should you have any questions or need additional information, please feel free to contact me. Thank you.

## Malizia, Steve

---

**From:** Groth, Brian  
**Sent:** Tuesday, May 21, 2019 2:07 PM  
**To:** Malizia, Steve  
**Subject:** Involuntary Merged Lot, 144-002, 16 Robinson Road

Steve,

I have reviewed the available documentation regarding Map 144 Lot 002, and the request by Mr. Rogers to unmerge the lots on behalf of his client, John Mark Berrigan. According to my research, the lots were merged at the request of John F. Berrigan and Colleen S. Berrigan. Therefore, they were not involuntarily merged.

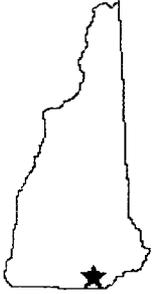
Brian

**Brian Groth**  
Town Planner



**Town of Hudson**  
NEW HAMPSHIRE 03051

12 School Street  
Hudson, NH 03051  
Phone: (603) 886-6008  
Fax: (603) 594-1142  
[bgroth@hudsonnh.gov](mailto:bgroth@hudsonnh.gov)



# TOWN OF HUDSON

## Land Use Division



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-594-1142

To: Steve Malizia, Town Administrator

From: Bruce Buttrick, Zoning Administrator *fb*

Date: May 7, 2019

Re: Involuntary Merged Lot, Map 144, Lot 002, 16 Robinson Road



**Zoning Review / Determination:**

I find the following records which suggest to me a “voluntary” merger was proposed.

Attachments:

- A: 2/3/78 Memo to BOS
- B: 3/1/78 P.B. minutes
- C: 6/27/78 memo to P.B. & BOS
- D: Proposed consolidated plan
- E: 10/16/78 Memo to P.B.
- F: 10/18/78 Ltr to BOS & P.B.
- G: 11/8/78 P.B. minutes

As with any un-merge request I would suggest Dave LeFevre review as well.

*McLaughlin & Berrigan*  
*Counsellors at Law*  
*27 Elm Street*  
*Nashua, New Hampshire 03060*

# 8  
1 MAR 78  
M 35  
L 134

*Kenneth J. McLaughlin*  
*John J. Berrigan*

*Tel: 603-883-8222*  
*Richard P. Vacco*  
*Of Counsel*

February 3, 1978

Selectman, Town of Hudson  
12 School Street  
Hudson, New Hampshire

Re: John F. & Colleen S. Berrigan  
32 Clement Street  
Nashua, New Hampshire 03060

Map 35, Lot 134

Map 35, Lot 107, 108, 109, 110, 111,  
112, 113, 114, 115, 116, 117, 118,  
119, 120, 121, 123, 124

Map 35, Lot 127  
Map 35, Lot 131

Map 36, Lot 1

Dear Sirs:

The above parcels of land, with two exceptions, designate incorrect ownership on the property tax records of the Town of Hudson.

Relative to Lot 134 on Map 35, the deed to John F. Berrigan and Colleen S. Berrigan from Wilfred Lapierre and Beatrice Lapierre, recorded in the Hillsborough County Registry of Deeds in Book 2473, pages 151 and 153 (copy enclosed) incorporating by reference Plan of Frenette land, Robinson Road, Hudson, New Hampshire, dated July 1955, by Ned Spaulding, C.E., clearly includes this particular tract. This particular parcel should be listed in the names of John F. and Colleen S. Berrigan, 32 Clement Street, Nashua, N.H. 03060. This conclusion is also supported by Paul Buxton, C.E., Hudson, New Hampshire.

A

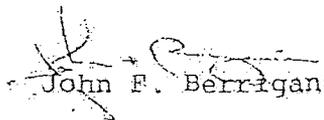
Selectman, Town of Hudson  
February 3, 1978  
Page two.

All of the remaining lots listed above with the exception of lots 127 and 131 on Map 35 are listed in the name of Wilfred and Beatrice Lapierre, 33 Clement Street, Nashua, N.H. and should also be listed in the names of John F. and Colleen S. Berrigan, 32 Clement Street, Nashua, New Hampshire pursuant to the above mentioned deed.

Further, when the property indicated on Map 35 as Lots 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 123, 124, 127 and 131 was purchased, I did not accept the lot layout as indicated on the above mentioned July 1955 map as much as these lots with the possible exception of lot #131 are certainly not acceptable as individual building lots by the Town of Hudson and have not so been for many years. I would, therefore, request that you treat this area as a unit parcel rather than obsolete building lots.

Your cooperation in this matter is sincerely appreciated.

Very truly yours,

  
John F. Berrigan

JFB/kj  
Encs:

A

sewer system is operable by Town.

Mr. Francoeur should show sewer system - proposed - on his plans.  
Scale should be changed - 1 over 20 instead of 1 over 50.

5. Chagnon Realty Corp - Resubdivison - To change lot line so lots will be large enough for duplex.

An error was made by engineer and he wants it corrected.

Roger Belanger made a motion to approve and Bob Jasper seconded.  
UNANIMOUS - FINAL APPROVAL GRANTED

6. C & S Wholesale Grocers Inc. - Discussion of zoning and useage of Lot 149 on Tax Map 45 located south of Birch St.

Mr. Noury said it is 9.2 acres parcel of land and is zoned part B-1<sup>\*1</sup> and part A-2<sup>\*2</sup> on new zoning map. He would like to know if 72 units (multi-housing in 3 buildings) would be allowed. Asked if it could all be considered B-1

In order to meet required acreage, Mr. Noury asked if it could be considered one building if they were connected.  
He said it was heavily wooded so would have good buffer zone.

Mr. Noury was advised that unless he could find old zoning map that showed it as B-1 and also show that it was never changed at a Town Meeting, he would have to wait until next year and go to a Town Meeting and request it be made B-1. The Board advised Mr. Noury that when a parcel of land is located in two zones, the owner does not have the option to choose zoning.

Roger Belanger made a motion that in reference to C & S Wholesale Grocers Inc. only, you will not consider the A-1 land to be used as B-1 in the calculation for 72 apartments. Bob Jasper seconded. All voted yes.  
Motion passed.

7. Edward and Darlene Leacr, Pelham Rd. - Request for Discretionary Easement

No decision made. The Leaors are to bring in scaled plans.

Mr. Paul Buxton was present representing the Berrigans with letter from Atty. Berrigan concerning ownership of land at Robinson Pond. They would like to do away with old subdivision combining all except 127 and 131 as listed.

Mr. Buxton is to submit revised plan by surveyor.

Jim Hetzer suggested that the Planning Board consider setting land aside for schools which will be needed in North and South ends of Town as the Town continues to grow.

Meeting adjourned at 10:05 p.m.

\*1 Approx 15-20%

\*2 Approx 80-85%

Paul W. Leacr, Chmn. 3/23/78

Bob Jasper Sec

3/22/78

(B)

Hudson, N. H., 1 School St.,  
03051

*Boundary  
File*

June 27, 1978

36-1

*Robinson Pond*

Hudson Town Planning Board  
&  
Selectmen of Hudson

Town Bldg., School St., Hudson, N. H.

Subject: Property Ownership, Robinson Pond Area.

Gentlemen:

*Planning Bd  
received a copy  
7/6/78*

Please be informed I have been asked to represent Mr. John F. Berrigan and Mrs. Colleen S. Berrigan, new owners of land in the Robinson Pond area which is in contension caused by an unclear description of a legal boundary on a portion of the property purchased from W & B Lapierre as of deed dated July 1, 1976. I now ask to be heard to present the case and clarify for all time the true and legal bound which is now in question.

I, after many hours spent at the Registry and searching of deed transfers relating to the propery in question (over 60) and finally obtaining an affidavit signed by a knowledgable person, that the boundary I will present is the true bound since an approximate date of 1940 or before as known to me. That the bound which has been misconstrued to be the true one came about by a plan for a subdivion made in 1955 with a new road and a plot plan for camp lots is the cause of the confusion.

The original road, see plan, which is still in evidence but unused because of its poor condition for travel, has caused the property owners of camps on the shore of the pond to abandon it in favor of the newer and better road when going to and from their camps.

The new road shown in a plan drawn for the developer in 1955 (see copy) is a private and is not and never has been a town road and is only open by courtesy of the owners which could be closed at any time.

*C*

Property ownership, Robinson Pond area, con. 2

Please also be informed that the 1955 plan shows also some 20 odd and undersized lots on the shore which under no consideration would be granted a permit to build on as the updated requirements are so demanding that even a variance could not even be considered.

I therefor request that the 1955 July 7th plan by Mr. Ned Spaulding be declared nul and void and that the new plan as submitted with this letter be accepted and considered the valid and legal one from now until some future time when some future or present owner may apply for a permit to change its use.

Thank you,

*Paul W. Bepton* P. E. 75

1 School St.  
Hudson, N. H., 03051

P. S. May I be informed.

©

COPY  
SHEET MEN

TO  
FROM

TO  
FROM  
STAKE  
WALL

PROPERTY OF  
SZOPA & TADWICK

PAGE  
35  
PAGE  
36

ROBINSON  
POND

ROBINSON  
POND

B

SWAMP  
AREA  
POND

TRUE  
LINE  
ON  
ROBINSON  
POND  
GIVEN

FROM PROPERTIES  
PREY SOAD  
LOCS A-B  
N.W. CORNER OF LAND  
B-C SHORE LINE

PROPERTY OF JOHN  
TO  
JOHN F. BERNSON  
&  
CANTON S. BERNSON  
BR 7413 P. 1-3  
4-8-14-15

NOTE  
THIS PLAN IS  
MATCHING SCALE  
TO  
PROPERTY

P.W.D.

1 School Street  
Hudson, N.H. 03051  
October 16, 1978

RE: Land of Berrigan

Residence: Nashua, N.H.

Code # 6067-000	Map. 35	Lot 13
# 6069-011	Map. 35	10
# 6069-027	35	10
-026	35	10
-025	35	11
-024	35	11
-023	35	11
-022	35	11
-021	35	11
-020	35	11
-018	35	11
-017	35	11
-016	35	11
-015	"	11
-014	"	12
-013	"	12
-012	"	12
-009	"	12

✓  
Mr. Fred Klose, Chairman  
Town of Hudson Planning Board  
Hudson, N.H. 03051

Gentlemen:

It is the desire of Mr. Berrigan to consolidate all the above mentioned lots into one large lot.

This land and lots are on the easterly side of Robinson Pond of the outlet area of Robinson Pond and bounded on the east by the original Robinson Road to the Pond area.

I am herewith submitting a plan indicating the proposed consolidation and request approval from the Planning Board for this consolidation and to update the area in question.

In order to advise all persons involved in this area request, I am sending copies of the proposal to the Selectmen, Town Engineer and Town Road Agent and request that they contact me as soon as possible as to their comments and further suggestions, in writing. Thank you.

cc: Chairman, Board of Selectmen  
Robert Perrault, Town Engineer  
Al Hogan, Road Agent

Very truly yours,

*Paul W. Buxton*  
Paul W. Buxton P.E. #75

E

Hudson, N. H., Oct. 18, 1978

M 35  
L 134

Board of Selectmen Chairman  
Town of Hudson Planning Board Chairman  
✓ Robert Perrault, Town Engineer  
Al Hogan, Road Agent

Dear Sirs and Gentlemen:

This letter, statements and plans are submitted to you for clarification and updating of certain land on the southeast shore on the plan of a development by one Ned Spaulding, C.E., for a former owner, a Mr. Frenette, and recorded in the Hillsboro County Registry dd 4-29-69 but now owned by Mr. and Mrs. John F. Berrigan of Nashua, N. H.

Having been requested by Mr. and Mrs. Berrigan to study and advise them on procedures to clarify and re-submit an updated plan to be accepted and recorded by the town and the Hillsboro Registry cancelling out and superceeding the previous which do not now and could not with a variance meet the present code requirements of the Town of Hudson and the State of New Hampshire in all specifics both in size and sanitation.

For a complete explanation and clarification of this proposal may I be notified of an early date you may set for a hearing and decision on this matter.

For a preview and study of the problem I am enclosing detailed sheets for your files.

Sincerely, *Paul W. Buxton P.E. 75*  
P. E. 75

P. S. Please be advised that a 50 year title search was made of all properties involved, copies of results are in my files.

P.W.B.

(F)

M I N U T E S  
P L A N N I N G   B O A R D   -   F I N A L S

November 8, 1978

Meeting began at 8:00 p.m.

Present were: Fred Klose, Roger Jette, Bob Jasper, Phil Rodgers and Bob Perreault

Minutes of November 8 were reviewed by the Board. Roger Jette made a motion to approve the minutes of November 1 with correction that Patricia Mather-Lees was present.

Phil Rodgers seconded the motion. All voted yes. MINUTES APPROVED

Paul Buxton representing Mr. Berrigan submitted a plan for proposed consolidation of several lots owned by Mr. Berrigan and located on the easterly side of Robinson Pond of the outlet area of Robinson Pond and bounded on the east by the original Robinson Road to the Pond area. Property tax #'s of land involved are: 6067-000, 6069-011, 6069-016 thru 6069-018 and 6069-020 thru 6069-027. Proposed road to be taken out except where houses are already located. Phil Rodgers said all in area would have to sign plan.  
NO ACTION TAKEN

1. Discussion: Tom & Carol Grasso  
Professional office Lowell Rd. (Jette property) Prop. Tax #4312

The Grassos plan to buy farmhouse from Jette and use as home and professional offices. She has real estate business and he has insurance business. They showed handdrawn sketch of plans to Board. Town water now - will have sewerage.

To come back with site plan on engineering paper showing location, parking area spaces defined, drainage, sign location.  
Mr. Grasso stated sign will 1/3 size of what others in area are.

2. Town Engineer - Bob Perreault

Present, but said he did not have anything to discuss.

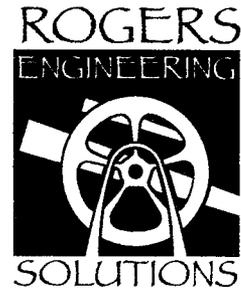
Leonard Smith          Nashua Trust          Derry Rd. Lot line Change

Opinion of Board members was that it should be 2 lots, not 3.  
NO ACTION TAKEN as no one was present to represent bank.

Meeting adjourned at 8:40 p.m.

9

296 Poor Farm Road  
New Ipswich, NH 03071  
(603) 878-0814 main  
(603) 562-7140 cell



April 22, 2019

Town of Hudson  
Board of Selectmen  
78 Main Street  
Hudson, NH 01749



Re: Application for Restoration of Involuntarily Merged Lots, Map 144 Lot 2

Dear board members:

On behalf of my client, John Mark Berrigan, please find enclosed an Application for Restoration of Involuntarily Merged Lots. The subject parcel is known as Map 144 Lot 2 on the Town of Hudson Assessor's maps. I have enclosed a copy of the deed representing the source of title for Mr. Berrigan which includes 2 tracts, the 2<sup>nd</sup> of which was the subject of a subdivision approved by the Town of Hudson on July 19, 1955. This subdivision appears to have been substantially completed around that time, with new structures having been constructed on the lots within the subdivision between 1958 and 2001. Mr. Berrigan is requesting that the remaining approved lots that were the subject of this subdivision be unmerged. In addition to the subject deed, I have enclosed a copy of the approved subdivision, and a plan that I have prepared that depicts the location of these remaining lots.

Should you have any questions regarding this application, please feel free to e-mail me at [erogers@res37.com](mailto:erogers@res37.com).

Sincerely,

Edward L. Rogers, PE, LLS  
Cc: John Mark Berrigan

Town of Hudson, NH  
**Application for Restoration of  
 Involuntarily Merged Lots Pursuant to RSA 674:39-aa**

*Applicant Information*

Owner(s) Name <u>John Mark Berrigan</u>
Address/Street Number <u>52 Webster Street</u>
City & State <u>Nashua NH</u> Telephone ( ) <u>(310) 500-5708</u>

*Current Parcel Information (use additional sheet if more than three parcels involved)\**

	Parcel 1	Parcel 2	Parcel 3
<b>Assessor's Map/Lot/Sub</b>			
<b>Street Address</b>		See Attached	
<b>Deed Reference Book/Page</b>			

*\*Please attach a copy of the deed for each parcel. Please also attach any relevant surveys, site plans, approved subdivision plans, pre-merger tax bills or other documentation that you think is pertinent. This application must be submitted to the Town of Hudson Board of Selectmen prior to December 31, 2021. Please see the Instructions & General Information for additional details. By submission of this application, the property owner does hereby consent to the inspection of the property by the Town.*

Owner's Signature John Mark Berrigan Date MARCH 16, 2019

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

### Current Parcel Information

	Assessor's Map/Lot/Sub	Street Address	Deed Reference Book / Page
Parcel 1	144-002-000	Robinson Road	Book 9115 Page 2207
Parcel 2	144-002-000	Robinson Road	Book 9115 Page 2207
Parcel 3	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 4	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 5	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 6	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 7	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 8	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 9	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 10	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 11	143-020-000	Robinson Pond Drive	Book 8681 Page 2181
Parcel 12	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 13	144-002-000	Robinson Pond Drive	Book 9115 Page 2207
Parcel 14	144-002-000	Cove Point Road	Book 9115 Page 2207
Parcel 15	144-002-000	Cove Point Road	Book 9115 Page 2207
Parcel 16	144-002-000	Cove Point Road	Book 9115 Page 2207
Parcel 17	144-002-000	Cove Point Road	Book 9115 Page 2207
Parcel 18	144-002-000	Cove Point Road	Book 9115 Page 2207
Parcel 19	144-002-000	Cove Point Road	Book 9115 Page 2207

*Carmela O. Coughlin*

#627  
WELTS

CORRECTIVE WARRANTY DEED

John Mark Berrigan, Successor Trustee, of the John F. Berrigan Revocable Trust, of 52 Webster Street, Nashua, County of Hillsborough and State of New Hampshire, for consideration paid, grants to John Mark Berrigan of 52 Webster Street, Nashua, County of Hillsborough and State of New Hampshire 03064, with WARRANTY COVENANTS:

A certain tract or parcel of land situate on Robinson Road in Hudson, County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning on the westerly side of Robinson Road in Hudson, at a corner of the stone wall at land now or formerly of Frenette; thence

(1) By an irregular line in a westerly direction along the stone wall at land of Frenette to an intersection with a stone wall at other land now or formerly of Mabel S. Melvin and Hazel Belle Woods, said intersection being at a point near the dam in the brook; thence

(2) Turning and running along said stone wall in a southerly direction along other land of Mabel S. Melvin and Hazel Bell Woods to a corner in said stone wall; thence

(3) Continuing in the same direction along the extension of said stone wall by other land of Mabel S. Melvin and Hazel Belle Woods to some trees at the edge of the meadow belonging to said Mabel S. Melvin and Hazel Belle Woods; thence

(4) Turning and running in an easterly direction along the edge of said meadow to a large stone in the ground at the westerly edge of Robinson Road; thence

(5) Turning and running northerly along said Robinson Road approximately three hundred ten (310) feet to the point of beginning.

Also another tract adjoining the one above in said Hudson, bounded as follows:

Beginning at a point in the northerly line of Robinson Road at the westerly edge of the private road leading from said Robinson Road to Robinson Pond; thence

(1) Northerly by the westerly edge of the said private road to the shore of Robinson Pond; thence

(2) Westerly by the shore of said Robinson Pond to the brook, the outlet of said pond, at land now or formerly of Cross; thence

(3) Southerly by said brook and said Cross land to land now or formerly of Melvin at the wall; thence

(4) North 85° by wall about two (2) rods to a stone set in the ground; thence

(5) North 45 1/4° East by said Melvin land and the wall to a birch stump in the wall; thence

(6) North 53° East by said Melvin land and the wall to a stone set in the ground; thence

(7) South 66° East by said Melvin land to the end of the wall; thence

(8) Easterly by said Melvin land and the wall to the northerly line of Robinson Road; thence

(9) Easterly by the said northerly line of Robinson Road to the place of beginning, together with the right to said grantees, their heirs and assigns, to use the said private road leading from Robinson Road to Robinson Pond, said right to be exercised at the sole risk of the user.

Plan of Frenette land, Robinson Pond, Hudson, New Hampshire, scale 1" = 50' July, 1955 by Ned Spaulding (Plan 4091) is hereby made a part of this deed by reference for all legal and necessary purposes.

This deed is to correct and clarify the description in the deed of John F. Berrigan to John F. Berrigan, Trustee of the John F. Berrigan Revocable Trust dated June 19, 2012 and recorded in the Hillsborough County Registry of Deeds in Book 8438, Page 1662 and the deed of John Mark Berrigan, Successor Trustee, of said John F. Berrigan Revocable Trust to John Mark Berrigan dated July 16, 2014 and recorded in said Hillsborough County Registry of Deeds in Book 8681, Page 2178 in which the reference to the Plan of Frenette Land, Robinson Road, Hudson, was inadvertently not listed because of a Registry mistake in failing to record consecutively the pages of the prior deed from Wilfred and Beatrice Lapierre to John F. and Colleen S. Berrigan in Book 2473, Page 151.

The above described premises is not homestead property.

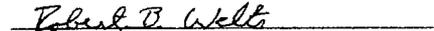
TRUSTEE CERTIFICATE  
(pursuant to R.S.A. 564-A:7)

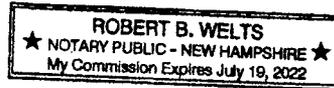
The undersigned trustee as Trustee under the John F. Berrigan Revocable Trust, created by John F. Berrigan as grantor under trust agreement dated June 19, 2012 and thereto has full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the trustee for a conveyance thereof.

  
\_\_\_\_\_  
John Mark Berrigan, Trustee of the  
John F. Berrigan Revocable Trust

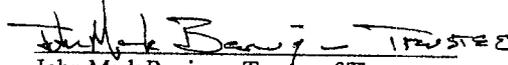
STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2018, by John Mark Berrigan, Trustee of the John F. Berrigan Revocable Trust.

  
\_\_\_\_\_  
Notary Public  
My commission expires:

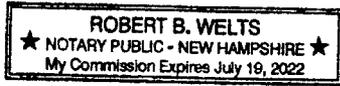


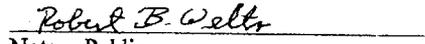
Witness my hand this 5<sup>th</sup> day of October, 2018.

  
John Mark Berrigan, Trustee of The  
John F. Berrigan Revocable Trust

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on October 5, 2018 by  
John Mark Berrigan, Trustee of the John F. Berrigan Revocable Trust.



  
Notary Public  
My commission expires:

This is a transfer that occurred by devise from a revocable trust made irrevocable upon  
the death of the Grantor and is exempt from transfer tax pursuant to RSA 78-B:2, XI.

PLAN OF  
**FRENETTE LAND**  
**ROBINSON POND**  
 HUDSON, N.H.

SCALE 1" = 50'  
 JULY 1955  
 MED SPAULDING  
 CIVIL ENGINEER

TRACED FROM ORIGINAL DRAW BY MED SPAULDING

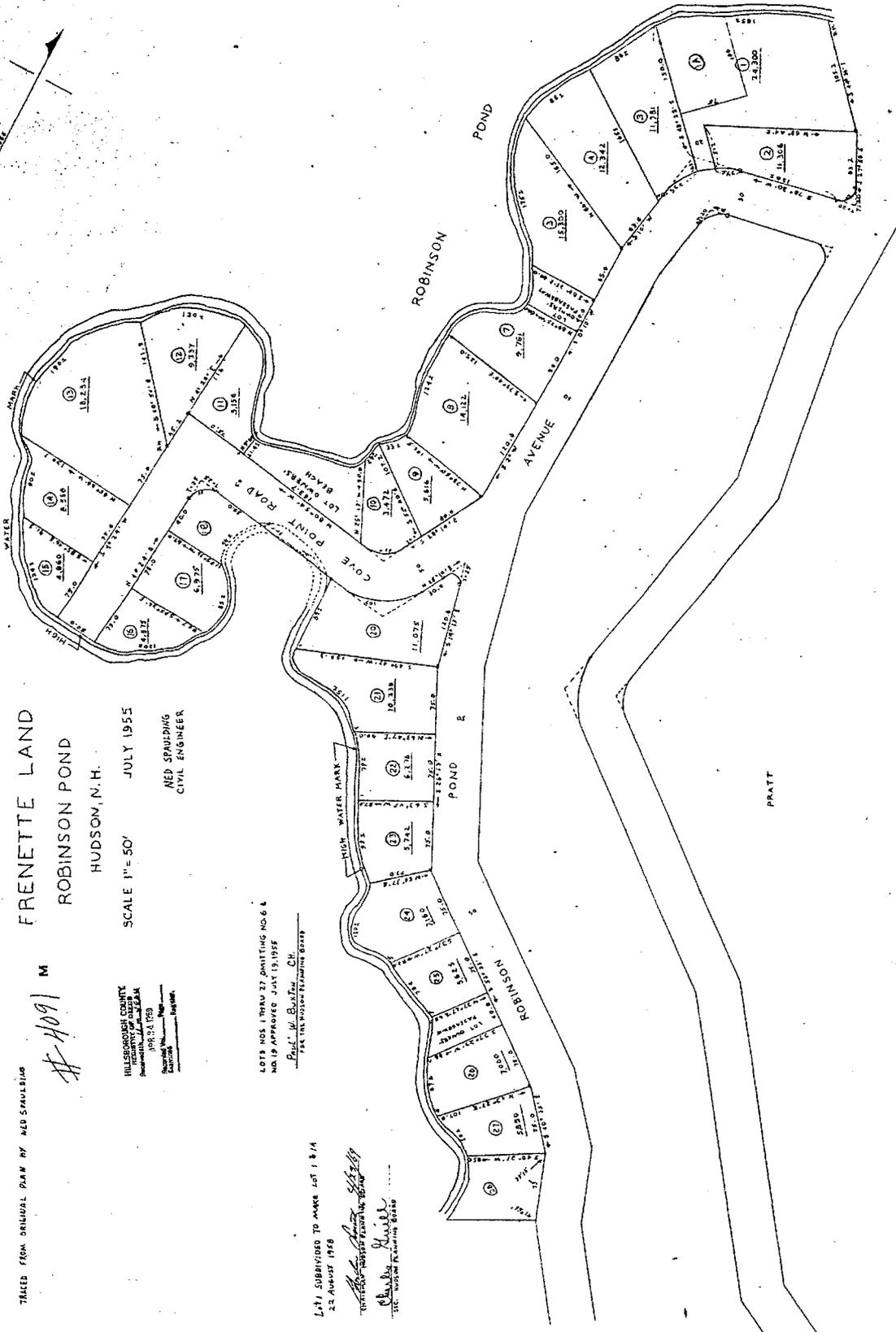
# 4091 M

HILLSBOROUGH COUNTY  
 SECURITY OF OFFICE  
 REGISTERED PLAT 1955  
 Notary Public  
 State of New Hampshire

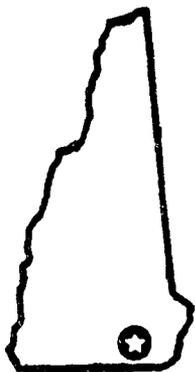
LOTS NOS. 1 THRU 27, DRAFTING NO. 6 &  
 WAS APPROVED JULY 19, 1955  
 By: W. B. B. CH  
 FOR THE HUDSON PLANNING BOARD

L-71, SUBMITTED TO MAKE LOT 1 & 1A  
 25 AUGUST 1968

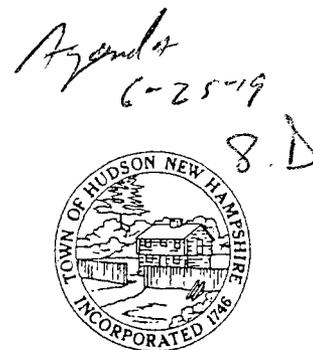
*Charles H. B. B.*  
 Notary Public  
 State of New Hampshire



FILE H-1-95



**TOWN OF HUDSON**  
**Office of the Town Administrator**  
12 School Street  
Hudson, New Hampshire 03051



---

Stephen A. Malizia, Town Administrator – smalizia@hudsonnh.gov – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: June 19, 2019

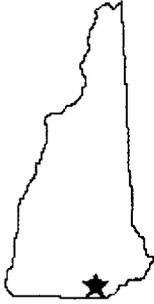
Re: Sale of Town Property – 7 Alpha Street

The Town of Hudson took real estate located at 7 Alpha Street by tax deed on May 24, 2018. The property consists of a single family ranch style home with three (3) bedrooms and one (1) bathroom. The property is surplus to the Town's needs. The unit has been vacant since the Town took possession as the former owner was in a nursing home. Attorney Lefevre recommended that the Town petition the Superior Court for Quiet Title to the property. The court granted Quiet Title at the end of May 2019 and the appeal period has passed. The property is now clear to sell with the Town retaining approximately \$133,000 for back taxes, interest, costs and penalties from the sale of the property. The balance will be sent to the Superior Court for payment over to the NH Department of Health and Human Services for assistance liens. Should the Board of Selectmen vote to sell the property, I am recommending that we contract with DiBernardo Real Estate to list the property. Should the Board of Selectmen agree with my recommendation to sell the property through DiBernardo Real Estate, the following motion is appropriate:

**Motion: To sell Town owned tax deeded property located at 7 Alpha Street that is surplus to the Town's needs and to hire DiBernardo Real Estate for the sale of this property.**

Should you have any questions or need additional information, please feel free to contact me.





# TOWN OF HUDSON

## Finance Department



*Asak*  
6-24-19  
8.E

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6000 • Fax: 603 881-3944

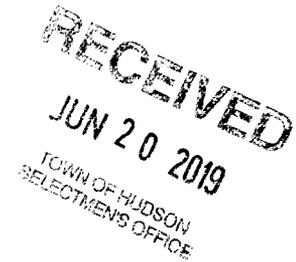
To: Board of Selectmen

Info: Steve Malizia, Town Administrator

From: Kathy Carpentier, Finance Director

Date: June 20, 2019

Subject: **Accrued Time Payouts**



I am sending this memo to you to give you a snapshot of the funds paid out in fiscal year 2019 and the fund balance in the Capital Reserve Fund. We had one hundred and seven (107) accrued time payouts. We had twenty-two (22) employees leave employment and fourteen (14) ET Max Payouts. The fiscal year 2019 costs are \$555,410,.76 which is the amount that has been booked into the salary and benefit accounts within the departments.

I have also included a worksheet titled Employees' Earned Time Analysis outlining our prior fund balance and a projection of the fund. This analysis also includes a five year history of the percent funded as it pertains to our gross liability. Currently the Capital Reserve Fund (CRF) is 40% funded based on last year's compensated absence liability. The balance in the CRF is \$801,015.

### **Proposed Motion**

The Board of Selectmen as Agents to Expend request the distribution of up to \$200,000 from the Employees' Earned Time Fund from the Trustees of the Trust Funds as reimbursement for fiscal year 2019 appropriations if needed.

**Town of Hudson, NH**  
**FY19 Accrued Time Payouts thru 6/30/19**

1	Depart. #	Employee	Vested or		Hours	Hourly Rate	Earnings	Pension	Taxes	TOTAL COST	Type		
			Not Vested	Hours									
2	5030	BARRY, PATRICIA	NV	120	28.285	3,394.20	-	259.66	3,653.86	Vaca Buyout			
3	5030	MORRISSETTE, DIANE	V	261.7647	20.350	5,326.91	606.20	407.51	6,340.62	Termination			
4	5030	SEIDLICH, ODETTE	NV	50.667	16.140	817.77	-	62.56	880.32	Termination	10,874.80	Patti	
5	5060	CARLE, ANN J	NV	40	20.820	832.80	-	63.71	896.51	Vaca Buyout			
6	5060	GAGNON, ROBERT	NV	40	22.980	919.20	-	70.32	989.52	Vaca Buyout			
7	5060	GAGNON, ROBERT	NV	40	22.980	919.20	-	70.32	989.52	Vaca Buyout			
8	5060	MARTEL, ELIZABETH	NV	40	21.360	854.40	-	65.36	919.76	Vaca Buyout			
9	5060	MARTEL, ELIZABETH	NV	40	21.360	854.40	-	65.36	919.76	Vaca Buyout			
10	5060	PARADISE, KRISTEN	NV	40	19.240	769.60	-	58.87	828.47	Vaca Buyout			
11	5060	PARADISE, KRISTEN	NV	20	19.240	384.80	-	29.44	414.24	Vaca Buyout			
12	5060	TABER, JAMES	NV	60.84	19.240	1,170.56	-	89.55	1,260.11	Termination	7,217.89	Linda	
13	5110	KAEMPF, SUSAN	NV	210.4989	21.710	4,569.93	-	349.60	4,919.53	Termination	4,919.53	Steve	
14	5310	CARPENTIER, KATHRYN	V	80	46.030	3,682.40	419.06	281.70	4,383.16	Vaca Buyout	4,383.16	KC	
15	5310	BEIKE, JOHN	NV	80	43.459	3,476.72	-	265.97	3,742.69	ET Buyout			
16	5330	BEIKE, JOHN	NV	120	43.459	5,215.08	-	398.95	5,614.03	ET Buyout			
17	5330	GUARINO, VINCENT	NV	167.756	43.459	7,290.51	-	557.72	7,848.23	Max Payout	17,204.95	Lisa N	
18	5410	MICHAUD, JIM	V	120	45.377	5,445.24	619.67	416.56	6,481.47	ET Buyout			
19	5410	MICHAUD, JIM	V	120	45.377	5,445.24	619.67	416.56	6,481.47	ET Buyout			
20	5410	PIETRASKIEWICZ, MIKE	V	280	31.383	8,787.27	999.99	672.23	10,459.49	ET Buyout	23,422.42	Jim	
21	5551	BURNS, KEVIN	V	1403.209	49.898	70,016.64	7,967.89	5,356.27	83,340.81	Termination			
22	5551	CHARTIER, CHERYL	NV	120	27.030	3,243.60	-	248.14	3,491.74	ET Buyout			
23	5551	CHARTIER, CHERYL	NV	40	27.030	1,081.20	-	82.71	1,163.91	ET Buyout			
24	5552	BACON, JEFFREY	NV	99.9226	18.380	1,836.58	-	140.50	1,977.08	Termination			
25	5552	BERRIGAN, PATRICK	NV	88.501	19.920	1,762.94	-	134.86	1,897.80	Termination			
26	5552	CLARKE, DANIEL JR	NV	54.8337	23.090	1,266.11	-	96.86	1,362.97	Max Payout			
27	5552	DAIGLE, BRUCE	V	148.75	27.980	4,162.03	473.64	318.39	4,954.06	Max Payout			
28	5552	FAUCLKNER, JEREMY	NV	182	30.340	5,521.88	-	422.42	5,944.30	Max Payout			
29	5552	FULLER, SCOTT	NV	155.0004	27.030	4,189.66	-	320.51	4,510.17	Max Payout			
30	5552	HUSSEY JR, KEVIN	V	200	23.890	4,778.00	543.74	365.52	5,687.25	ET Buyout			
31	5552	HUSSEY JR, KEVIN	V	120	23.890	2,866.80	326.24	219.31	3,412.35	ET Buyout			
32	5552	TWARDOSKY, JASON	V	120	32.930	3,951.60	449.69	302.30	4,703.59	ET Buyout			
33	5553	DIONNE, ERIC	V	80	32.930	2,634.40	299.79	201.53	3,135.73	ET Buyout			
34	5553	DIONNE, ERIC	V	80	32.930	2,634.40	299.79	201.53	3,135.73	ET Buyout			
35	5553	MELANSON, RICHARD	V	200	27.980	5,596.00	636.82	428.09	6,660.92	ET Buyout			
36	5554	BUXTON, MICHAEL	NV	80	22.270	1,068.96	-	81.78	1,150.74	ET Buyout			
37	5554	COSTA, MATTHEW	NV	80	27.030	1,297.44	-	99.25	1,396.69	ET Buyout			
38	5554	DESROCHERS, DEREK	NV	100	27.980	1,678.80	-	128.43	1,807.23	Max Payout			
39	5554	DESROCHERS, DEREK	NV	720.15	27.980	12,089.88	-	924.88	13,014.75	Termination			
40	5554	KRUPA, JASON	NV	35.4581	18.380	391.03	-	29.91	420.95	Termination			
41	5556	EDWARDS, JOSHUA	NV	40	27.200	1,088.00	-	83.23	1,171.23	ET Buyout			
42	5556	EDWARDS, JOSHUA	NV	40	28.350	1,134.00	-	86.75	1,220.75	ET Buyout	155,560.74	Jess	
43	5571	THEBARGE, GEORGE	NV	85.75	44.490	3,815.02	-	291.85	4,106.87	Termination	4,106.87	Steve	
44	5585	DHIMA, ELVIS	NV	160	48.706	7,792.96	-	596.16	8,389.12	ET Buyout	8,389.12	Elvis	
45	5610	AVERY, WILLIAM	V	36.75	51.142	1,879.54	553.15	27.25	2,459.94	Max Payout			
46	5610	LAVOIE, JASON	V	80	53.570	4,285.60	1,261.25	62.14	5,608.99	Vaca Buyout			
47	5610	LAVOIE, JASON	V	236.87	53.570	12,689.06	3,734.39	183.99	16,607.44	Termination			
48	5610	LAVOIE, JASON	V	126.96	53.570	6,801.37	2,001.64	98.62	8,901.63	Termination			
49	5615	CLARKE, DANIEL	V	80	21.470	1,717.60	195.46	131.40	2,044.46	ET Buyout			
50	5615	CLARKE, DANIEL	V	73	21.470	1,567.31	178.36	119.90	1,865.57	Max Payout			
51	5620	ALLEN, ANGELA	V	40	24.860	994.40	113.16	76.07	1,183.63	ET Buyout			
52	5620	ALLEN, ANGELA	V	80	24.860	1,988.80	226.33	152.14	2,367.27	ET Buyout			
53	5620	DEPLOEY, BRIAN	V	83	24.860	2,063.38	234.81	157.85	2,456.04	Max Payout			
54	5620	DEPLOEY, BRIAN	V	120	24.860	2,983.20	339.49	228.21	3,550.90	ET Buyout			
55	5620	JEFFERSON, COLLEEN	NV	40	24.860	994.40	-	76.07	1,070.47	ET Buyout			
56	5620	LAWTON, KAREN	NV	67.41	22.820	1,538.30	-	117.68	1,655.98	Termination			
57	5620	SIMMONS, TRACY	NV	40	23.800	952.00	-	72.83	1,024.83	ET Buyout			
58	5630	BIANCHI, DAVID	V	40.306	43.459	1,751.66	515.51	25.40	2,292.57	Max Payout			
59	5630	BRODERICK, PATRICK	NV	40	33.580	1,343.20	-	19.48	1,362.68	ET Buyout			
60	5630	CAYOT, DAVE	NV	40	40.898	1,635.90	-	23.72	1,659.62	ET Buyout			
61	5631	CAYOT, DAVE	NV	60	45.777	2,746.61	-	39.83	2,786.44	ET Buyout			
62	5630	CONLEY, DANIEL	NV	40	37.150	1,486.00	-	21.55	1,507.55	ET Buyout			
63	5630	CONLEY, DANIEL	NV	515.9	37.150	19,165.69	-	277.90	19,443.59	Termination			
64	5630	CUMMINGS, ALLISON	V	80	33.580	2,686.40	790.61	38.95	3,515.96	ET Buyout			
65	5630	CUMMINGS, ALLISON	V	80	33.580	2,686.40	790.61	38.95	3,515.96	ET Buyout			
66	5630	DAVIS, MICHAEL	V	332.72	37.150	12,360.55	3,637.71	179.23	16,177.49	Max Payout			
67	5631	DAVIS, MICHAEL	V	100	39.497	3,949.71	1,162.40	57.27	5,169.38	ET Buyout			

67	5630	DIONNE, TAD	V	178	43.459	7,735.75	2,276.63	112.17	10,124.55	Max Payout	
68	5630	GOSSELIN, MICHAEL	V	320	40.898	13,087.23	3,851.57	189.76	17,128.57	ET Buyout	
69	5630	KEW, WILLIAM	NV	295.04	33.580	9,907.54	-	143.66	10,051.20	Termination	
70	5630	LLOYD, DEREK	NV	120	33.580	4,029.70	-	58.43	4,088.13	ET Buyout	
71	5630	LUCONTONI, JASON	V	50	45.777	2,288.85	673.61	33.19	2,995.64	ET Buyout	
72	5630	LUCONTONI, JASON	V	271.0431	45.777	12,407.51	3,651.53	179.91	16,238.95	Termination	
73	5630	MACDONALD, SCOTT	V	17.53	33.580	588.66	173.24	19.48	781.38	Termination	
74	5630	MEGOWAN, RACHELLE	V	40	33.580	1,343.20	395.30	19.48	1,757.98	ET Buyout	
75	5630	MEGOWAN, RACHELLE	V	40	33.580	1,343.20	395.30	19.48	1,757.98	ET Buyout	
76	5630	SCOTTI, TTHOMAS	NV	135.77	37.150	5,043.71	-	73.13	5,116.84	Termination	
77	5630	TONEY, TYLER	NV	240	28.420	6,820.80	-	189.76	7,010.56	ET Buyout	
78	5630	TONEY, TYLER	NV	37.55	28.420	1,067.17	-	98.90	1,166.07	Termination	
79	5650	MCMILLAN, JANA	V	100	23.856	2,385.58	271.48	81.64	2,738.70	ET Buyout	
80	5660	ISKRA, JAMIE	NV	30	31.731	951.94	-	45.03	996.97	ET Buyout	
81	5660	ISKRA, JAMIE	NV	45.75	31.731	1,451.65	-	102.75	1,554.40	Termination	
82	5660	VACHON, MICHELE	V	133.0003	24.860	3,306.39	376.27	385.84	4,068.50	Max Payout	
83	5673	CARNEY, TRACY	V	40	24.860	994.40	113.16	521.79	1,629.35	ET Buyout	
84	5673	CARNEY, TRACY	V	37	24.860	919.82	104.68	81.64	1,106.13	Max Payout	198,540.30 Bill
85	5710	TICE, SCOTT	V	80	48.706	3,896.50	1,242.60	34.59	5,173.69	ET Buyout	
86	5710	TICE, SCOTT	V	40	48.706	1,948.25	621.30	13.80	2,583.35	ET Buyout	
87	5730	BENNER, CRAIG	NV	100	26.840	2,684.00	-	34.59	2,718.59	ET Buyout	
88	5730	BERUBE, TODD	NV	120	27.010	3,241.20	-	13.80	3,255.00	ET Buyout	
89	5730	BRIDEAU, DAVID	V	400	24.480	9,792.00	3,122.67	47.94	12,962.61	ET Buyout	
90	5730	CONLON, MARTIN	NV	80	27.030	2,162.40	-	14.42	2,176.82	ET Buyout	
91	5730	CORMIER, DAVID	V	36.6	24.480	896.08	285.76	14.42	1,196.26	Termination	
92	5730	CRANE, BENJAMIN	NV	110	26.840	2,952.40	-	13.34	2,965.74	ET Buyout	
93	5730	DELOS REYES, SARAH	NV	120	24.480	2,937.60	-	56.50	2,994.10	ET Buyout	
94	5730	DELOS REYES, SARAH	NV	110	24.480	2,692.80	-	28.25	2,721.05	ET Buyout	
95	5730	DUBE, ALLAN	V	200	31.290	6,258.00	1,995.68	47.00	8,300.67	ET Buyout	
96	5730	GREBINAR, KEVIN	NV	160	41.398	6,623.66	-	141.98	6,765.65	ET Buyout	
97	5730	GREBINAR, KEVIN	NV	180	41.398	7,451.62	-	31.35	7,482.98	ET Buyout	
98	5730	MAMONE, SEAN	V	200	36.051	7,210.16	2,299.32	42.81	9,552.29	ET Buyout	
99	5730	PAQUETTE, JAMES	V	200	38.426	7,685.16	2,450.80	42.60	10,178.55	ET Buyout	
100	5730	PERKINS, ANDREW	NV	40	23.320	932.80	-	90.74	1,023.54	ET Buyout	
101	5730	RICH, GREG	NV	30	28.360	850.80	-	96.04	946.84	ET Buyout	
102	5730	TRACY, JUSTIN	NV	50	22.210	1,110.50	-	104.55	1,215.05	ET Buyout	
103	5730	WINSOR, ALAN	V	300	24.480	7,344.00	2,342.00	111.43	9,797.44	ET Buyout	
104	5740	KENNEDY, JULIETTE	V	105.1432	24.390	2,564.44	291.83	196.18	3,052.46	Termination	
105	5740	TRIOLO, JOSEPH	V	300.7947	25.400	7,640.19	2,436.46	110.78	10,187.42	ET Buyout	107,250.10 Rob
106	WF 5591	MARQUEZ, VALERIE	NV	40	19.760	790.40	-	60.47	850.87	ET Buyout	
107	WF 5591	OBRIEN, BARBARA	NV	40	19.270	770.80	-	58.97	829.77	ET Buyout	1,680.63 Water
	SF 5562	BUXTON, MICHAEL	NV	80	22.270	712.64	-	54.52	767.16	ET Buyout	
	SF 5562	COSTA, MATTHEW	NV	80	27.030	864.96	-	66.17	931.13	ET Buyout	
	SF 5562	DESROCHERS, DEREK	NV	720.15	27.980	8,059.92	-	616.58	8,676.50	Termination	
	SF 5562	DESROCHERS, DEREK	NV	100	27.980	1,119.20	-	85.62	1,204.82	ET Buyout	
	SF 5562	KRUPA, JASON	NV	35.4581	18.380	260.69	-	19.94	280.63	ET Buyout	11,860.24 Sewer
<b>473,447.48    59,368.27    22,595.01    555,410.76</b>											

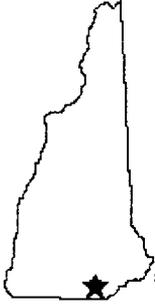
## Town of Hudson, NH Employees' Earned Time Analysis

### Rollforward

As of June 20, 2019	801,015
Fiscal Year 2020 Funding	-
Projected FY20 Balance (before any payouts)	<b>801,015</b>
Estimated % Funded	<b>40%</b>

### Percent Funded

As of June 30, 2019	
Compensated Absence Liability	1,992,487
Capital Reserve Fund Balance	801,015
Percent Funded	40%
As of June 30, 2018	
Compensated Absence Liability	1,992,487
Capital Reserve Fund Balance	791,689
Percent Funded	40%
As of June 30, 2017	
Compensated Absence Liability	1,913,383
Capital Reserve Fund Balance	685,831
Percent Funded	36%
As of June 30, 2016	
Compensated Absence Liability	1,811,736
Capital Reserve Fund Balance	578,130
Percent Funded	32%
As of June 30, 2015	
Compensated Absence Liability	1,617,640
Capital Reserve Fund Balance	527,389
Percent Funded	33%



# TOWN OF HUDSON

## Finance Department



*Agenda*

*6-24-19*

*S.F.*

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6000 • Fax: 603 881-3944

**To:** Steve Malizia, Town Administrator  
**From:** Kathy Carpentier, Finance Director   
**Date:** June 20, 2019  
**Subject:** **Fiscal Year 2019 Encumbrances**



**Please accept this request to be put on the Board of Selectmen's next agenda.**

The attached list represents encumbrances requested by the Town of Hudson Department Heads and Committees for Fiscal Year 2019. I have also included Warrant Articles (Lapsing and Non-Lapsing) for your review and consideration. I have segregated requested encumbrances by fund (General, Sewer, Water and Conservation).

***Recommended Motion:***

***To encumber the not to exceed amount of \$3,345,142.19 for Fiscal Year 2019 as recommended by the Finance Director.***

Should you require any additional information or have any questions, please feel free to contact me.

**Town of Hudson, NH**  
**Fiscal Year 2019 Requested Encumbrances**

Department Account #	Department	Description	Amount	PO#
6209	WA6 FY18 Construction of New Fire Station	Entropy technologies, LLC, wireless network	1,750.00	Bldg19017
6209	WA6 FY18 Construction of New Fire Station	remaining funds	141,741.35	
6015	WA15 FY19 Widening Lowell Rd from Wason Rd to Sagamore Bridge	VHB - Lowell Rd to Sagamore Bridge Right Turn Lane	57,927.73	CIP19014
6015	WA15 FY19 Widening Lowell Rd from Wason Rd to Sagamore Bridge	remaining funds	1,414,022.00	
6032	WA16 FY19 Benson Park Restroom Facility	NorthPoint Const Mgmt - Benson Park Bathroom Project	141,074.00	CIP19013
6032	WA16 FY19 Benson Park Restroom Facility	remaining funds	8,573.76	
		<b>Subtotal Warrant Articles</b>	<b>1,765,088.84</b>	
5200-218	Legal, Fees	Tarbell & Brodich, Title Research Proposal	9,600.00	LEG19021
5310-228	Fin-Admin, Audit	Plodzik & Sanderson, Preliminary audit services for FY19	5,000.00	FIN19022
5330-208	IT, Telephone	Statewide Communications, Phone Software Upgrade	2,838.00	FIN19093
5330-237	IT, Training	NH Treasurer, LEAN Greenbelt Facilitation training	3,000.00	FIN19088
5330-252	IT, Outside Services	Phoenix Communications, pole and fiber supplies	55,000.00	FIN19096
5330-411	IT, Computer Equipment	Mosaic technology, Dell Latitude with warranty	1,659.16	FIN19097
5410-252	Assessing, Professional Services	KRT Appraisal LLC, Cyclicl Data Collection	11,409.71	ASR18136
5410-252	Assessing, Professional Services	G. Sansoucy, Eversoucy Tax Appeal	11,996.55	ASR18138
5515-401	Public Works - Facility, Lrg Operating Equipment	Vehicle Service Group LLC, replacement truck lift	75,694.00	PW19626
5585-225	Engineering, Engineering Fees	CDM Smith, MS4 Permit	1,500.00	PWADM19030
5610-219	Police Admin, Damage Settlements	MacMulkin, car 13 damages	1,559.80	POL19408
5615-224	Police Facility, Building Maintenance	Brox Industries, Parking Lot repairs	25,765.00	POL19013
5615-224	Police Facility, Building Maintenance	Control Technologies, parts/labor to install HVAC return fan	1,825.00	POL19447
5630-402	Police Patrol, Automobiles	Global Public Safety, outfit new Ford Interceptors	28,716.02	POL19307
5630-403	Police Patrol, Small Equipment	Motorola Solutions, Portable radios	54,298.01	POL19154
5671-237	Police Support Services, Training	Dale Smith, collision reconstruction course	1,700.00	POL19355
5720-205	Fire - Communications, Lrg Equipment Repairs	RB Allen, New Digitizer	52,150.00	FIR19356
5720-403	Fire - Communications, Small Equipment	Motorola Solutions, radios and accessories	26,515.38	FIR19350
5730-321	Fire - Suppression, Hose and Equipment	Industrial Protection Services, Ladder pipe	4,985.54	FIR19306
5730-321	Fire - Suppression, Hose and Equipment	Harrison Shrader enterprises, fire hoses and accessories	16,095.75	FIR19323
5730-340	Fire - Suppression, Small Operating Equipment	Fire Tech and Safety, Industrial fans	7,850.00	FIR19360
5730-340	Fire - Suppression, Small Operating Equipment	Fisette Small engine, chain saw and cut-off saw	2,900.00	FIR19366
5940-298	Other Expenses, Contingency	Weston and Sampson, Grant Application Services	9,900.00	GEN19120
		<b>Subtotal General Fund</b>	<b>411,957.92</b>	
	<b>Sewer Fund</b>			
5562-239	Sewer - Oper/Maint, Sewage Treatment	City of Nashua 4Q Waste Water Treatment	153,177.78	SWR19053
5562-239	Sewer - Oper/Maint, Sewage Treatment	City of Nashua, Sewer Flume	95,000.00	SWR19109
5564-608	Sewer - Construction, Pump Station Contingency	Interstate Water & WasteWater, Sagamore Sewage Pump Station	114,600.00	SWR18243
5564-608	Sewer - Construction, Pump Station Contingency	GS Bolton, Sagamore pump station	16,000.00	SWR19107
5564-656	Sewer - Melendy Road	Jennings Excavation, Sewer replacement	122,916.00	SWR19083
		<b>Subtotal Sewer Fund</b>	<b>501,693.78</b>	
	<b>Water Fund</b>			
5592-225	Water Oper/Maint, Engineering Services	CDM Smith Inc, GIS Updates for Cross Connection Improvements	3,000.00	WAT19033
5592-252	Water Oper/Maint, Prof Services	WhiteWater, Hydrant repairs	155,000.00	WAT19071
5592-401	Water Oper/Maint, Lrg Operating Equipment	WhiteWater, Hydrant replacements	90,000.00	WAT19071
5593-252	Water - Supply, Professional Services	Weston and Sampson, Weinstein Well Replacement	42,591.47	WTR19007
5593-293	Water Supply, Water from PWW	Pennichuck Water Service Corp, E Street Interconnect Contract	197,328.44	WTR19006
		<b>Subtotal Water Fund</b>	<b>487,919.91</b>	
	<b>Library Fund</b>			
		<b>Subtotal Library Fund</b>	-	
	<b>Conservation Commission</b>			
5586-252	Conservation, Professional Services	CDM Smith Inc, GIS Updates for Conservation Land	2,500.00	CON19015
5586-252	Conservation, Professional Services	Vegetation Control Services, Kimball Hill Town Forest Work	5,750.00	CON19004
5586-252	Conservation, Professional Services	Solitude Lake Mgmt - Herbicide Aquatic Plant Control Robinson	22,956.00	CON19012
5586-252	Conservation, Professional Services	Solitude Lake Mgmt - Herbicide Aquatic Plant Control Ottarnic Pond	18,773.00	CON19013
5586-252	Conservation, Professional Services	Aqualogic - DASH Robinson and Ottarnic	19,600.00	CON19014
		<b>Subtotal Consv Comm Fund</b>	<b>69,579.00</b>	
	<b>Donations</b>			
4556	Police		37,535.28	
4557	Fire		8,575.51	
4558	Recreation		18,951.66	
4559	Cable Committee		500.00	
4559	Benson		8,182.02	
4559	Benson 911 Monument		666.26	
4559	Sustainability Economic Development		11,510.21	
4559	Sustainability Committee		150.00	
4559	Conservation Commission		7,151.40	
4559	Town Poor		9,375.00	
4559	Senior Center		1,100.00	
4535-35	Hudson Senior Council of Aging		5,205.40	
		<b>Subtotal Donations</b>	<b>108,902.74</b>	
		<b>Total Requested Encumbrances</b>	<b>3,345,142.19</b>	

# PLODZIK & SANDERSON

*Professional Association/Accountants & Auditors*

193 North Main Street • Concord • New Hampshire • 03301-5063 • 603-225-6996 • FAX-224-1380

## CARRYOVER OF APPROPRIATIONS OR ENCUMBERING FUNDS

We have received many inquiries into the appropriateness of certain carryover appropriations. In that regard and for your information, we offer the following guidelines from RSA 32:7, **Lapse of Appropriations**:

**RSA 32:7 Lapse of Appropriations.** Annual meeting appropriations shall cover anticipated expenditures for one fiscal year. All appropriations shall lapse at the end of the fiscal year and any unexpended portion thereof shall not be expended without further appropriation, unless:

- I. The amount has, prior to the end of that fiscal year, become encumbered by a legally-enforceable obligation, created by contract or otherwise, to any person for the expenditure of that amount; or
- II. The amount is legally placed in any nonlapsing fund properly created pursuant to statute, including but not limited to a capital reserve fund under RSA 35, or a town-created trust fund under RSA 31:19-a; or
- III. The amount is to be raised, in whole or in part, through the issuance of bonds or notes pursuant to RSA 33, in which case the appropriation, unless rescinded, shall not lapse until the fulfillment of the purpose or completion of the project being financed by the bonds or notes; or
- IV. The amount is appropriated from moneys anticipated to be received from a state, federal or other governmental or private grant, in which case the appropriation shall remain nonlapsing for as long as the money remains available under the rules or practice of the granting entity; or
- V. The amount is appropriated under a special warrant article, in which case the local governing body may, **at any properly noticed meeting held prior to the end of the fiscal year** for which the appropriation is made, vote to treat that appropriation as encumbered for a maximum of one additional fiscal year; or [emphasis added]
- VI. The amount is appropriated under a special warrant article and is explicitly designated in the article and by vote of the meeting as nonlapsing, in which case the meeting shall designate the time at which the appropriation shall lapse, which in no case shall be later than 5 years after the end of the fiscal year for which the appropriation is made.